

WHEN RECORDED RETURN TO:

Terratron, Inc.
P.O. Box 3208
Park City, Utah 84060

12126160
9/3/2015 11:21:00 AM \$24.00
Book - 10358 Pg - 8994-8999
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 6 P.

ASSIGNMENT AND DECLARATION OF RESTRICTIVE COVENANT

THIS ASSIGNMENT AND DECLARATION OF RESTRICTIVE COVENANT (this "**Declaration**") is executed by MERCURY INVESTMENTS LIMITED PARTNERSHIP, a Utah limited partnership, and TERRATRON, INC., a Utah corporation, (collectively referred to herein as "**Declarant**") this 1st day of September, 2015, to be effective as of the date of recording (the "**Effective Date**").

RECITALS

A. Declarant is the lessee under that certain Ground Lease with First Right to Purchase dated August 3, 1982, as amended by the First Amendment to Ground Lease with First Right to Purchase dated February 12, 2013 (collectively referred to herein as the "**Ground Lease**"). Anderson Investment Corporation, a Utah corporation, is the lessor under the Ground Lease. The Ground Lease pertains to three separate parcels of real property located in Salt Lake City, Salt Lake County, Utah, which are more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "**Restricted Property**").

B. Declarant is a party to that certain Commercial Lease (the "**Dunkin' Donuts Lease**") dated February 14, 2013, by and between Declarant, as the landlord thereunder, and Sizzling Donuts, LLC, a Delaware limited liability company doing business as Dunkin' Donuts ("**Tenant**"), which Dunkin' Donuts Lease pertains to the Restricted Property.

C. Pursuant to a Purchase and Sale Agreement (the "**Agreement**") effective as the 30th day of June, 2015, by and between Declarant and Salt Lake City Corporation, a municipal corporation organized and existing under the laws of the State of Utah ("**City**"), Declarant has agreed to sell to the City and the City has agreed to acquire and purchase from Declarant a property right pertaining to the Restricted Property, consisting of all Declarant's right to allow, permit, remove and/or prevent the presence of the existing billboard sign and any future billboard signs on the Restricted Property throughout the duration of the Dunkin' Donuts Lease.

D. Pursuant to the Agreement, Declarant has covenanted with the City to execute, acknowledge and cause this Declaration to be recorded in the Office of Recorder of Salt Lake County, Utah.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant declares as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and correct, are hereby incorporated into this Declaration as a part hereof, and may be used in the interpretation hereof.

2. Assignment and Grant of Property Right. Declarant hereby assigns and grants to the City all of Declarant's right to allow, permit, remove and/or prevent the presence of the existing billboard sign and any future billboard signs on the Restricted Property throughout the duration of the Dunkin' Donuts Lease, including without limitation the right to prevent the Tenant under the Dunkin' Donuts Lease from erecting or allowing the presence of any billboard signs on the Restricted Property throughout the duration of the Dunkin' Donuts Lease (collectively referred to herein as the "**Property Right.**") The Property Right hereby granted and assigned to the City shall continue in effect throughout the duration of the Dunkin' Donuts Lease, as it may be extended, and shall be appurtenant to and shall run with the Restricted Property. The foregoing restrictions pertaining to the assignment and granting of the Property Right to the City shall be for the benefit of the City and are binding upon all successor owners and occupants of the Restricted Property throughout the duration of the Dunkin' Donuts Lease, as it may be extended.

3. Recording. This instrument shall be recorded in the Office of the Recorder of Salt Lake County, Utah.

4. Exercise and Enforcement of the Property Right. The City and its successors in interest and assigns with respect to the Property Right shall have the exclusive right to exercise, control and enforce the Property Right as it pertains to the Restricted Property, throughout the duration of the Dunkin' Donuts Lease, as it may be extended.

5. Remedies. The City shall be entitled to exercise any available remedies at law or in equity necessary in order to exercise, control and enforce the Property Right, including, but not limited to, injunctive relief, specific performance, a declaratory action, or other similar equitable relief, together with the right to recover from all adverse parties in any enforcement proceedings the legal fees and costs incurred by the City with respect to enforcing the Property Right and exercising such remedies.

6. Governing Law. This Declaration and the interpretation and enforcement hereof, and the legal relations between the parties hereto, shall be governed by and construed in accordance with the laws of the State of Utah.

[Remainder of Page Intentionally Left Blank – Signatures on Following Page]

IN WITNESS WHEREOF, Declarant has executed this Assignment and Declaration of Restrictive Covenant on the date first above written, to be effective as of the Effective Date.

TERRATRON, INC.,
a Utah corporation

By: [Signature]
Name: David W. Peters
Title: President

MERCURY INVESTMENTS LIMITED PARTNERSHIP, a Utah limited partnership

By: **MERCURY MANAGEMENT, L.C.,**
a Utah limited liability company
Title: General Partner

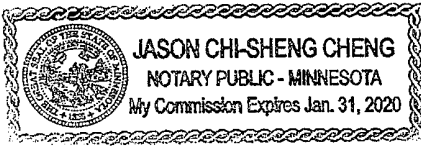
By: [Signature]
Name: David W. Peters
Title: Operating Manager

STATE OF MINNESOTA)
 §
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 1 day of September, 2015 by David W. Peters, in his capacity as the President of Terratron, Inc., a Utah corporation.

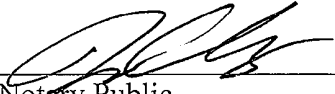
[Signature]
Notary Public
Residing at: BLOOMINGTON, MN

My Commission Expires:
1/31/2020



STATE OF MINNESOTA)
COUNTY OF HENNEPIN)
§

The foregoing instrument was acknowledged before me this 1 day of September, 2015 by David W. Peters, in his capacity as the Operating Manager of Mercury Management, L.C., a Utah limited liability company, which executed the foregoing instrument in its capacity as the General Partner of Mercury Investments Limited Partnership, a Utah limited partnership.



Notary Public
Residing at: BLOOMINGTON, MN

My Commission Expires:
1/31/2020

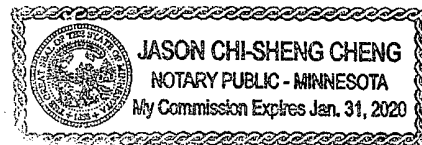


EXHIBIT A

LEGAL DESCRIPTION OF THE RESTRICTED PROPERTY

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

PARCEL 1: Beginning at the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence East 57 feet; thence North 56 feet 9 inches; thence West 20 inches; thence North 50 feet 7 inches; thence West 55 feet 4 inches; thence South 107 feet 4 inches to the place of beginning.

Parcel No.: 16-06-326-012

Less that portion conveyed to the Utah Transit Authority in that certain Special Warranty Deed recorded June 21, 2002 as Entry No. 8271703 in Book 8611, Page 6998, described as follows:

Beginning at the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey and running thence North 0 deg. 01'32" West along the West line of said Lot 2.26 feet; thence Southeasterly along the arc of an 18.00 foot radius curve to the left through a central angle of 21 deg. 55'58" 6.78 feet with a chord bearing South 79 deg. 14'19" East 6.74 feet; thence South 0 deg. 01'33" East 1.00 foot to the South line of said Lot 4; thence South 89 deg. 58'27" West 6.62 feet along said South line to the point of beginning.

Basis of bearing is the Salt Lake City Monuments on 400 South Street at 200 East Street and 300 East Street.

PARCEL 2: Beginning at the Southeast corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence West 108 feet; thence North 56.75 feet; thence West 1.67 feet; thence North 50.7 feet; thence East 109.67 feet; thence South 107.45 feet to the point of beginning.

Parcel No.: 16-06-326-013

Less that portion conveyed to the Utah Transit Authority in that certain Special Warranty Deed recorded June 21, 2002 as Entry No. 8271703 in Book 8611, Page 6998, described as follows:

Beginning at a point on the South line of Lot 4, Block 54, Plat "A", Salt Lake City Survey, said point being Easterly 160.28 feet from the Southwest corner of said Lot 4 and running thence North 8.00 feet; thence North 89 deg. 58'27" East 5.61 feet to the East line of said Lot 4; thence South 8.00 feet to the Southeast corner of said Lot 4; thence South 89 deg. 58'27" West 5.61 feet along said South line of said Lot 4 to the point of beginning.

Basis of bearing is the Salt Lake City Monuments on 400 South Street at 200 East Street and 300 East Street.

PARCEL 3: Beginning 107 feet 4 inches North from the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence North 10 feet; thence East 165 feet; thence South 10 feet; thence West 165 feet to the place of beginning.

Parcel No.: 16-06-326-017