

# ENTRY NO. 00284544

07/10/2017 03:03:11 PM B: 0577 P: 0139  
Warranty Deed PAGE 1 / 8  
CRAIG J. SPERRY, JUAB COUNTY RECORDER  
FEE \$ 23.00 BY MOUNTAIN VIEW TITLE AND ESCROW

151168

THIS INSTRUMENT PREPARED BY:  
Hamilton W. Patrick  
Pilot Travel Centers LLC  
5508 Lonas Drive  
Knoxville, TN 37909

OWNER AND RESPONSIBLE  
TAXPAYER:  
A&A Hospitality Group, LLC  
933 E. 1910 Street, Suite 102  
Provo, UT 84606  
Attn: Girish A. Patel

PTC No. 743  
Location: 1597 South Main

Nephi, UT  
Tax Parcel No. XA00-2504-112, XA00-2504-121, XA00-2504-2311 and XA00-2504-122  
(Part or portion of the above referenced parcels)

## GENERAL WARRANTY DEED

THIS INDENTURE, made this 14<sup>th</sup> day of June, 2017 between **PILOT TRAVEL CENTERS LLC**, a Delaware limited liability company, having a mailing address of 5508 Lonas Drive, Knoxville, TN 37909 ("Grantor"), and **A&A HOSPITALITY GROUP, LLC**, a Utah limited liability company, having a mailing address of 933 E. 1910 Street, Suite 102, Provo, UT 84606 ("Grantee").

**WITNESSETH:** that Grantor for and in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the said Grantee, together with all and singular, the tenements, hereditaments and

appurtenances thereunto belonging or in anywise appertaining, the following described premises (the "Property") situated in the County of Juab, State of Utah, to-wit:

See attached **Exhibit "A"**

**TO HAVE AND TO HOLD** the above described Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever; except for those exceptions listed on **Exhibit "B"** attached hereto and incorporated herein by reference ("Permitted Exceptions"), and it does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise.

The Property is subject is hereby restricted from being developed, used, sold, assigned, managed, operated, licensed or leased for the sale of petroleum or petroleum products, DEF sales, the operation of a truck stop/travel center, convenience store, retail truck wash services, retail truck repair services, retail truck tire sales, restaurant of any kind, adult entertainment of any type; including, but not limited to, adult book store, adult entertainment men's club, exotic dancing or sexually-oriented products or media (electronic or otherwise) (collectively, the "**Restrictions**"). The following definitions shall be used for purposes of defining those terms used herein:

(a) "**Convenience Store**" shall be defined as a store or shop that offers a limited range of grocery and other items that people are likely to need or want as a matter of convenience (e.g. 7-Eleven, Pick-N-Pay, Stop-N-Shop, Quick Stop, Circle K, Quik Trip, Road Runner, Loaf-N-Jug), but does not include any store where 75% or more of gross receipts come from the sale of beer, wine and/or liquor; and

(b) **“Petroleum or Petroleum Products”** shall be defined as petroleum fuels used for internal combustion motors (e.g. gasoline and diesel fuels); and

(c) **“Truck Stop/Travel Center”** shall be defined as a retail fuel center generally located on or near the main/primary interstate highway systems or interchanges and caters to the commercial truck driver’s diesel fuel needs and which offers a wide range of other amenities, such as personal showers, one or more fast food restaurants, public laundry area, public entertainment area offering electronic game machines, televisions and telephone area, convenience store, an onsite industry accepted weight scale, onsite walk-in medical clinic; as well as safe off road, short term parking for truckers; and

(d) **“DEF Sales:** shall be defined as diesel exhaust fluid products.

The Restriction shall be in existence for a period of twenty (20) years from the effective date hereof and shall run with the land.

The designation of the parties to this instrument in either the plural or singular shall be applied to, and mean, either number and whenever a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

[SIGNATURES ON FOLLOWING PAGE]



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 3, Flying J Subdivision, Nephi City, Juab County, Utah, according to the official plat thereof.

**[END OF EXHIBIT]**

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Water rights, claims to water or water rights, whether or not shown in the public records.
2. Real property taxes for 2017 and future years, not yet due and payable.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Property, together with all rights, privileges and immunities relating thereto, whether or not appearing in the public records.
4. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
5. The easements and conditions contained in that certain Deed to the Utah Department of Transportation recorded January 5, 1981, in Book 293, Page 363.
6. Terms and conditions contained in that certain Deed to the State Road Commission of Utah recorded December 20, 1934, in Book 115, Page 282.
7. Terms and conditions contained in that certain Deed to the State Road Commission of Utah recorded December 20, 1934, in Book 115, Page 283.
8. Terms and conditions contained in that certain Reciprocal Easement Agreement recorded April 2, 1996, in Book 375, Page 352.
9. Terms and conditions contained in that certain Right of Way Easement Grant to Nephi City recorded September 8, 1994, in Book 365, Page 178.
10. Terms and conditions contained in that certain Final Order recorded April 16, 1984, as Entry No. 176815 in Book 311, Page 234.
11. Terms and conditions contained in that certain Assignment of Overriding Royalty Interest recorded September 29, 2009, in Book 535, Page 543.
12. Terms and conditions contained in that certain Quitclaim Deed recorded March 31, 1994, in Book 362, Page 284.

**[END OF EXHIBITS]**