

When Recorded Mail to:

Central Point Station L.L.C.
155 West Malvern Avenue
Salt Lake City, UT 84115

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10/27/2016 11:22:00 AM \$16.00
Book - 10492 Pg - 7422-7425
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 4 P.

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Tax Parcels: 15·13·453·007·0000
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SPECIAL WARRANTY DEED

Special Warranty Deed made this 25th day of October, 2016, between Premium Oil Company, a corporation of Utah (“Grantor”), and Central Point Station, L.L.C., a Utah limited liability company whose address is 155 West Malvern Avenue, Salt Lake City, Utah 84115 (“Grantee”), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and its successors and assigns forever, all the following described real estate situated in the County of Salt Lake, State of Utah (“Property”):

More particularly described on EXHIBIT A attached hereto and incorporated herein by this reference.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the Property, as well in law as in equity, except as expressly provided otherwise herein.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all (i) easements, restrictions, agreements and encumbrances of record or appearing on the land, and (ii) rights of way for roads, and highways, in each such case as of the date of this instrument.

FIRST AMERICAN TITLE
#NO. 7905564 ID 2644833

Grantee agrees that after the date of this conveyance, the real estate described herein shall not be used as a gas station, a convenience store, car wash, or for the sale of items commonly sold in a convenience store, gas station, or car wash, including but not limited to, tobacco and/or vaping products, nor shall the real estate described herein be used for the sale of packaged beer and wine for off premises consumption. Notwithstanding the foregoing, the real estate described herein may be used as a restaurant serving food, beer, wine, and spirits for on premise consumption. Grantee agrees that this restriction shall be a covenant running with the land and shall be contained in and made part of every deed, mortgage, lease, or other instrument affecting the title to the real estate conveyed by this Special Warranty Deed.

Effective Date: October 25, 2016

[Signature and notary block appear on next page.]

EXHIBIT A

Legal Description

A part of Lot 3, Block 7, 5 Acre Plat "A", Big Field Survey within the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at the Southeast Corner of said Lot 3 Located 747.77 feet North 89°59'58" East along the Monument Line, and South 0°13'50" West 2623.81 feet along the Lot Line from the Salt Lake County Monument at the intersection of 1700 South Street and 300 West Street; and running thence South 89°51'31" West 239.60 feet along the Lot Line; thence North 0°02'13" East 143.65 feet; thence North 89°51'32" East 240.09 feet to the East Line of said Lot 3; thence South 0°13'50" West 143.65 feet along said Lot Line to the Point of Beginning.