

THIS DOCUMENT PREPARED BY:

TRMC Retail LLC
c/o 7-Eleven, Inc.
Legal Department
3200 Hackberry Road
Irving, Texas 75063

WHEN RECORDED MAIL TO:

First American Title Company
215 South State Street, Suite 380
Salt Lake City, UT 84111
Attn: Jay Thompson

SEND FUTURE TAX STATEMENTS TO:

Wasatch Seasons Properties, LLC
5271 California Avenue, Suite 280
Irvine, CA 92617
Attn: Ian Kaminski

FAT NCS-1133649

A.P.N.: 21-17-126-025-0000

13991768 B: 11359 P: 9551 Total Pages: 7

07/28/2022 12:20 PM By: aallen Fees: \$40.00

Rashelle Hobbs, Recorder, Salt Lake County, Utah

Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA
215 S STATE ST STE 380 SALT LAKE CITY, UT 841112371

SPECIAL WARRANTY DEED

TRMC RETAIL LLC, a Delaware limited liability company, with a principal address of c/o 7-Eleven, Inc., 3200 Hackberry Road, Irving, Texas 75063 ("Grantor"), **GRANTS, BARGAINS, CONVEYS AND SELLS** to **WASATCH SEASONS PROPERTIES, LLC**, a Delaware limited liability company, with a principal address of 5271 California Avenue, Suite 280, Irvine, CA 92617 ("Grantee"), for the sum of **TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION**, the real property located in the City of **TAYLORSVILLE**, County of **SALT LAKE COUNTY**, and State of **UTAH** and more fully described on **Exhibit A** attached hereto and made a part hereof (the "Property"). For purposes of this Deed, the "Closing" shall mean the recordation of this Deed, fully-executed and acknowledged, in the official records of the County, and the "Closing Date" shall mean the date this Deed is so recorded.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining, to Grantee, its successors and assigns, forever. GRANTOR, for itself and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that Grantor is lawfully seized of said land in fee simple; that Grantor has good, right and lawful authority to sell and convey said land; Grantor has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as set forth above, and Grantor hereby **SPECIALLY WARRANTS AND AGREES TO FOREVER DEFEND** the Property against all persons lawfully claiming the same by, through or under it, but not otherwise,

SUBJECT TO (i) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; (ii) all covenants, conditions, restrictions, servitudes, liens, reservations, easements, rights-of-way, declarations, encumbrances and other matters of record or to which reference is made in the public records; (iii) zoning and other regulatory laws and ordinances affecting

the Property; (iv) matters that would be disclosed by an accurate survey; and (v) [intentionally deleted]; and (v) any plat affecting the Property ("Conditions").

The payment of current ad valorem taxes on the Property having been prorated to the date hereof, the payment thereof is assumed by Grantee.

Invalidation of any one provision herein by judgment or court order shall in no way affect any other provision.

The Property is sold and conveyed AS IS, WHERE IS, WITH ALL FAULTS, SUBJECT, HOWEVER, TO THE WARRANTIES OF TITLE SET FORTH IN THIS DEED. GRANTOR DOES NOT EXPRESSLY OR IMPLIEDLY WARRANT OR GUARANTEE THE CONDITION OF THE PROPERTY NOR ITS MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

NEITHER GRANTEE NOR ITS SUCCESSORS, ASSIGNS OR LEGAL REPRESENTATIVES, LESSEES, OR SUBLESSEES, SHALL CONDUCT OR PERMIT THE CONDUCT ON THE PROPERTY OF, AND THE PROPERTY SHALL NOT BE USED FOR:

- I. A GROCERY OR CONVENIENCE STORE SELLING AT RETAIL ANY FOOD OR FOOD PRODUCTS, DAIRY PRODUCTS, BEER, OR WINE OR OTHER ALCOHOLIC BEVERAGES FOR CONSUMPTION OFF THE PREMISES; OR
- ii. THE SALE OF MOTOR FUELS AND PETROLEUM PRODUCTS.

BY ITS ACCEPTANCE OF THIS CONVEYANCE, GRANTEE AGREES AS FOLLOWS: PURSUANT TO SECTION 10 OF THE SALES CONTRACT DATED JUNE 7, 2022, BY AND BETWEEN GRANTOR AND GRANTEE, SUBSECTIONS (A) THROUGH (D) BELOW SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON GRANTEE AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, FUTURE OWNERS OF ALL (OR ANY PORTION) OF THE PROPERTY, AND INURE TO THE BENEFIT OF GRANTOR AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE. THE INTENTION OF GRANTOR AND GRANTEE IS THAT SAID COVENANTS SHALL LAST IN PERPETUITY. IF REQUESTED BY GRANTOR, GRANTEE OR THE THEN OWNER(S) OF THE PROPERTY, BY ITS ACCEPTANCE OF A DEED FOR ALL OR A PORTION OF THE PROPERTY, AGREE TO EXECUTE SUCH DOCUMENTATION OR TAKE SUCH ACTION AS GRANTOR MAY REASONABLY REQUEST TO CONFIRM OR OTHERWISE GIVE EFFECT TO SUCH COVENANTS.

a. Hazardous Substances. Grantee hereby assumes liability for, and agrees to take all actions required by law relating to, all environmental obligations or liabilities, including investigation, monitoring and remediation obligations and third party claims, arising from environmental conditions or Hazardous Substances existing on or beneath or migrating from the Property as of the Closing Date, including, but not limited to: (i) any violation or alleged violation of, or liability or alleged liability under, any local, state or federal law, rule or regulation or common law duty pertaining to human health, natural resources or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), the

Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Emergency Planning and Community-Right-to-Know Act (42 U.S.C. §11001 et seq.), the Endangered Species Act (16 U.S.C. §1531 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.) and the Hazardous Substances Transportation Act (49 U.S.C. §1801 et seq.), and those relating to Lead Based Paint (as hereinafter defined) and each of their state counterparts and the regulations promulgated pursuant to said laws, all as amended from time to time (collectively, "Environmental Laws"), relating to or affecting the Property, whether or not caused by or within the control of Grantor; (ii) the presence, release or threat of release of or exposure to any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos or asbestos-containing materials, polychlorinated biphenyls, petroleum or petroleum products or byproducts, flammable explosives, radioactive materials, paint containing more than .05% lead by dry weight ("Lead Based Paint"), infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws (collectively, "Hazardous Substances") or any toxic mold or fungus of a type that may pose a risk to human health or the environment or would negatively impact the value of the Property ("Toxic Mold"), on, in, under, migrating from or affecting all or any portion of the Property or any surrounding areas, regardless of whether or not caused by or within the control of Grantor; (iii) any transport, treatment, recycling, storage, disposal or arrangement therefor of Hazardous Substances whether on the Property, originating from the Property, or otherwise associated with the Grantee or any operations conducted on the Property at any time; or (iv) any environmental investigation, assessment, audit or review conducted in connection with the Property or the operations conducted at any time thereon, including, without limitation, the cost of assessment, investigation, containment, removal and/or remediation of any and all Hazardous Substances or Toxic Mold from all or any portion of the Property or any surrounding areas, the cost of any actions taken in response to the presence, release or threat of release of any Hazardous Substances or Toxic Mold on, in, under, migrating from or affecting any portion of the Property or any surrounding areas to prevent or minimize such release or threat of release so that it does not migrate or further migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and costs incurred to comply with Environmental Laws in connection with all or any portion of the Property or any surrounding areas. It is acknowledged and agreed that the Purchase Price of the Property reflects the condition of the Property.

b. Indemnity.

i. Grantee will protect, defend, hold harmless and indemnify Grantor, Grantor's respective subsidiaries, parent companies, affiliated companies, and successors-in-interest, Grantor's directors, officers, agents and employees from and against any and all expenses, claims, actions, liabilities, attorney's fees, damages, losses, penalties, fines and interest of any kind whatsoever (including without limiting the foregoing, death of or injury to persons and damage to Property), actually or allegedly resulting from or connected with the environmental condition of the Property or from the omission or commission of any act, lawful or unlawful, by Grantee or its agents or employees, whether or not such act is within the scope of the employment of such agents or employees, or from leaks, seepage, spills or other loss of motor fuels or other toxic pollutants at the Property.

ii. Grantor acknowledges and agrees that Grantor shall look solely to Grantee and the assets of Grantee for the enforcement of any claims against Grantee pursuant to the indemnities set forth herein. None of the officers, managers, directors, partners, members,

shareholders, trustees, employees and agents of Grantee shall have personal liability for the liabilities and obligations entered into by Grantee, and each such person's individual assets shall not be subject to any claims relating to such liabilities and obligations.

iii. Grantee shall not be responsible to Grantor or any other party for indemnifying Grantor or any other party with for any speculative, consequential, exemplary or punitive damages in contract, tort, real property or otherwise.

c. Waiver and Release. Grantee hereby (i) waives, relinquishes and releases Grantor from all costs by reason of or arising out of any environmental conditions at the Property and from any contribution action; and (ii) should any investigation, assessment, clean-up, remediation or removal of Hazardous Substances or other environmental conditions on the Property be required after the Closing Date, it is hereby understood and agreed that such clean-up, removal or remediation shall be the responsibility of and shall be performed at the sole cost and expense of Grantee. It is understood and agreed that the Purchase Price reflects the allocation of risk set forth in this subsection. Further, notwithstanding anything to the contrary herein, Grantee covenants and agrees that in no event shall it commence any action or make any claim against Grantor, its parent corporation, subsidiaries, affiliates and assigns, or any former owner or operator of the Property which in any way relates to the environmental or other condition of the Property, including any claim for property damage or diminution of property value by reason of the presence of Hazardous Substances at, on under or emanating from the Property, and Grantee hereby releases Grantor from all such claims.

d. Survival. The covenants of this Section 10 shall survive Closing and shall be binding upon and shall inure to the successors and assigns of each of the parties and all subsequent purchasers of the Property. Upon the request of Grantor, Grantee agrees to execute and deliver such instruments in recordable form as necessary to effect record notice of the foregoing rights and covenants.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW]*

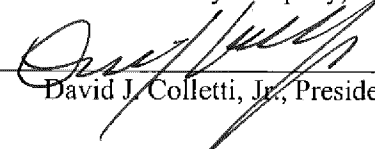
IN WITNESS WHEREOF, Grantor has duly executed this Deed this 27 day of JULY, 2022.

GRANTOR:

TRMC RETAIL LLC,
a Delaware limited liability company

By: Speedway Western Holdings, LLC, a Delaware limited liability company, Member

By: SEI Speedway Holdings LLC, a Delaware limited liability company, Member

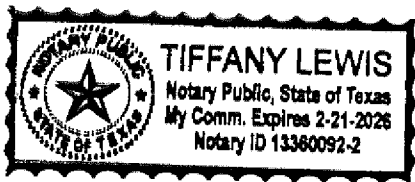
By: 
David J. Colletti, Jr., President

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared David J. Colletti, Jr., as President of SEI Speedway Holdings LLC, a Delaware limited liability company, Member of Speedway Western Holdings, LLC, a Delaware limited liability company, Member of TRMC Retail LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed as the act of such limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 27 day of July, 2022.



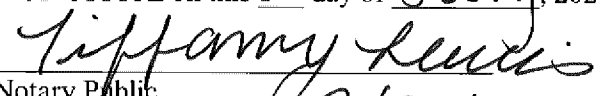

Notary Public
My Commission Expires: 2/21/26

EXHIBIT A

Property Description

BEGINNING AT A POINT WHICH IS SOUTH 89°56'30" WEST 30.00 FEET AND SOUTH 0°05'48" EAST 53 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE WEST LINE OF 3600 WEST AND RUNNING ALONG SAID STREET SOUTH 0°05'48" EAST 20.02 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT 86.35 FEET (SAID CURVE HAVING A CHORD BEARING OF NORTH 16°23'36" EAST, AND A RADIUS OF 150.00 FEET); THENCE SOUTH 32°53'13" WEST 86.23 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT 7.02 FEET (SAID CURVE HAVING A CHORD BEARING OF SOUTH 32°10'15" WEST AND A RADIUS OF 280.00 FEET) TO THE NORTH LINE OF WHITEWOOD ESTATES NO. 4 SUBDIVISION; THENCE SOUTH 89°56'30" WEST ALONG SAID LINE 150.14 FEET; THENCE NORTH 0°05'48" WEST 180.00 FEET; THENCE NORTH 89°56'30" EAST ALONG SAID LINE 225.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF 5400 SOUTH STREET KNOWN AS PROJECT NO. 1024, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 33 FEET SOUTH 0°05'48" EAST AND 30 FEET SOUTH 89°56'30" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 17, AND RUNNING; THENCE SOUTH 0°05'48" EAST 20 FEET TO A POINT 53.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE MONUMENT LINE OF SAID 5400 SOUTH STREET; THENCE SOUTH 89°56'30" WEST 225 FEET ALONG A LINE PARALLEL TO SAID MONUMENT LINE, TO THE WEST BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 0°05'48" WEST 20 FEET ALONG SAID WEST BOUNDARY LINE TO THE NORTHWEST CORNER OF SAID ENTIRE TRACT; THENCE NORTH 89°56'30" EAST 225 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

BEGINNING AT A POINT SOUTH 89°56'30" WEST 30.00 FEET AND SOUTH 0°05'48" EAST 53.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE WEST LINE OF 3600 WEST STREET AS RECORDED IN THE WHITEWOOD ESTATES SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 78-9 OF PLATS, PAGE 268, SALT LAKE COUNTY RECORDER'S OFFICE; AND RUNNING THENCE SOUTH 0°05'48" EAST ALONG SAID WEST LINE 20.02 FEET TO THE POINT ON A 150.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO CENTER SOUTH 89°54'12" WEST); THENCE ALONG THE ARC OF SAID CURVE 86.35 FEET; THENCE SOUTH 32°53'13" WEST 86.23 FEET TO A POINT ON A 280.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER SOUTH 56°06'47" EAST); THENCE ALONG THE ARC OF SAID CURVE 7.02 FEET TO THE NORTH LINE OF WHITEWOOD ESTATES NO. 4 AS RECORDED IN BOOK 83-10, PAGE 129, SALT LAKE COUNTY RECORDER'S OFFICE; THENCE NORTH 25°38'29" EAST 56.20 FEET; THENCE NORTH 32°53'13" EAST 37.49 FEET TO THE POINT OF A 143.00 FOOT RADIUS CURVE TO THE LEFT (BEARING TO CENTER NORTH 57°06'47" WEST); THENCE ALONG THE ARC OF SAID CURVE 82.32 FEET; THENCE NORTH 0°05'48" WEST 9.50 FEET; THENCE NORTH 43°42'37" WEST 14.55 FEET TO A POINT ON THE SOUTH LINE OF 5400 SOUTH STREET; THENCE NORTH 89°56'30" EAST ALONG SAID SOUTH LINE 17.035 FEET TO THE POINT OF BEGINNING.

AS SURVEYED BOUNDARY DESCRIPTION:

BEGINNING AT A POINT OF THE SOUTH LINE OF 5400 SOUTH STREET, SAID POINT LIES SOUTH 89° 56' 30" WEST 30.00 FEET ALONG THE SECTION LINE AND SOUTH 00° 05' 48" EAST 53.00 FEET AND SOUTH 89° 56' 30" WEST 17.035 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 43° 42' 37" EAST 14.55 FEET; THENCE ALONG THE WEST LINE OF 3600 WEST STREET THE FOLLOWING (4) COURSES: SOUTH 00° 05' 48" EAST 9.50 FEET TO A POINT ON A 143.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 89° 54' 12" WEST), AND ALONG THE ARC OF SAID CURVE 82.32 FEET THROUGH A CENTRAL ANGLE OF 32° 59' 03", AND SOUTH 32° 53' 13" WEST 37.49 FEET, AND SOUTH 25° 38' 29" WEST 56.20 FEET TO THE NORTH LINE OF WHITEWOOD ESTATES NO. 4 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE SOUTH 89° 56' 30" WEST 150.14 FEET ALONG SAID NORTH LINE; THENCE NORTH 00° 05' 48" WEST 180.00 FEET TO THE SOUTH LINE OF 5400 SOUTH STREET; THENCE NORTH 89° 56' 30" EAST 207.97 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.