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Gary W. Ott  
Recorder, Salt Lake County, UT  
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**PREPARED BY AND UPON  
RECORDING RETURN TO:**

Timothy J. Berry, Esq.  
Pilot Travel Centers LLC  
5508 Lonas Road  
Knoxville, TN 37909

PTC No: 194  
Location: 41 North Redwood Road  
Salt Lake City, UT

**RESTRICTIVE COVENANT AGREEMENT**

This Restrictive Covenant Agreement ("Agreement") is made and entered into this 28 day of April, 2006, by and between **Pilot Travel Centers LLC**, a Delaware limited liability company with a mailing address of 5508 Lonas Road, Knoxville, Tennessee 37909 ("Pilot") and **Knudson Investments LLC**, a Utah limited liability company with a business address of 1409 East 2100 South, Suite 200, Salt Lake City, Utah 84105 ("Knudson").

**WHEREAS**, Knudson owns real property consisting of approximately one (1) acre of real property located at 1795 W. North Temple, Salt Lake City, Utah, and as more specifically described in **Exhibit A**, which is attached hereto and incorporated herein by reference; and

**WHEREAS**, Knudson owns real property consisting of approximately .83 acres of real property located at 1785 W. North Temple, Salt Lake City, Utah, and as more specifically described in **Exhibit B**, which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Real Property described in Exhibits A and B attached hereto are herein referred to as the "Restricted Property"; and

**WHEREAS**, Knudson has agreed to a limited restriction regarding the use of the Restricted Property in favor of Pilot.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

1. **CONSIDERATION**: Knudson agrees to enter into this Agreement in exchange for Pilot's execution of the Lease Agreement and the payment of One and NO/100 Dollars (\$1.00), in hand paid, by Pilot to Knudson at the time of closing.

2. **TITLE**: Knudson represents and warrants to Pilot that Knudson has full right to grant the restriction contained in this Agreement.

3. **RESTRICTIVE COVENANT**: Knudson hereby restricts the Restricted Property from being used, sold, leased or developed as a truck stop facility selling petroleum products, diesel fuel and fast food. Said restriction shall run with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to the Restricted Property. A memorandum of this restriction shall be prepared by Pilot's counsel for recording in the land records of Salt Lake County, Utah. Knudson agrees to promptly execute same.

4. **TERM**: The term of this Agreement shall be for a period of twenty (20) years from the date of the execution of this Agreement.

5. **NOTICES**: Any notice sent pursuant to the terms of this Agreement shall be forwarded by United States Mail, postage pre-paid (or by a nationally recognized overnight carrier) to the following addresses:

Knudson Investments LLC  
1409 East 2100 South, Suite 200  
Salt Lake City, Utah 84105

Notice to Pilot shall be addressed to:

Pilot Travel Centers LLC  
Attn: General Counsel  
P. O. Box 10146  
Knoxville, TN 37939-0146

6. **MISCELLANEOUS**: This Agreement represents the entire agreement of the parties and may only be modified by a written amendment signed by both parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah. If any portion of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such determination shall not effect the remaining portions of this Agreement; provided, however, if the restriction contained herein is declared invalid, then Pilot shall have the option of immediately terminating this Agreement. If either party employs legal counsel to enforce their rights under this Agreement, the prevailing party in any such dispute shall be entitled to recover its reasonable costs and attorney fees.



STATE OF UTAH )  
 )SS.  
COUNTY OF Salt Lake )

Personally appeared before me, a Notary Public of the State and County aforesaid, Gerald Knudson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Manager of Knudson Investments, LLC, the within named bargainor, and that as such, he being duly and fully authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as manager.

WITNESS my hand and official seal.

This the 28 day of April, 2006.

Francine M. Caserta  
Notary Public

My Commission Expires:

March 28, 2007



**Exhibit A**

**Property Description for**

**Parcel 08-34-378-007**

Situated in the County of Salt Lake, State of Utah, and described as follows:

Beginning at a point on the Northwest Corner of Lot 9, Block 3, Charles S. Desky's Third Addition Amended and Extended as located in the Southwest Quarter of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°03'08" East 250 Feet; thence North 89°58'38" East 145.04 Feet; thence South 0°03'08" East 22 Feet; thence South 89°58'38" West 282.25 Feet; thence North 272.20 Feet More or Less; thence East 136.96 Feet More or Less to the Point of Beginning. .093 Acres

**EXHIBIT B**

**Property Description for**

**Parcel 08-34-378-008**

Situated in the County of Salt Lake, State of Utah, and described as follows:

Beginning at a point on the South Line of North Temple Street said point being North 89°58'38" East 18.0 feet from the Northeast Corner of Lot 8, Block 3, CHARLES S. DESKY'S THIRD ADDITION as located in the Southwest Quarter of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°03'08" West 250.00 feet; thence South 89°58'38" West 145.00 feet; thence North 0°03'08" West 250 feet to the South line of the North Temple Street; thence North 89°58'38" East along said South line 145.00 feet to the point of beginning.

Together with a portion of the vacated street abutting on the East and also the vacated alley along the South line of Lots 5, 6, 7 and 8 and the North line of Lots 1, 2, 3 and 4 of said subdivision.