



THIS DOCUMENT PREPARED BY:

Buffy Hong
7-Eleven, Inc.
Legal Department
3200 Hackberry Road
Irving, Texas 75063
Store No. 35666

WHEN RECORDED MAIL TO
AND SEND FUTURE TAX STATEMENTS

To:

Dee R. Hansen
DRH Properties LLC
5445 S. Highland Drive
Salt Lake City, Utah 84117

SPECIAL WARRANTY DEED

7-ELEVEN, INC., a Texas corporation, with a principal address of 3200 Hackberry Road, Irving, Texas 75063 (“Grantor”), GRANTS, BARGAINS, CONVEYS AND SELLS to DRH PROPERTIES LLC, with a principal address of 5445 S. Highland Drive, Salt Lake City, Utah 84117 (“Grantee”), for the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the real property located in the Lehi, Utah County, State of Utah and more fully described on Exhibit A attached hereto and made a part hereof (the “Property”).

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) rights of tenants in possession (if any); 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 or 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 Property. This paragraph shall not restrict Grantee’s right to operate one or more restaurants on the Property, including restaurants that typically sell food that is consumed off the Property (such as a take-out pizza establishment);

ii. the sale of motor fuels and petroleum products; or

iii. the sale of cigarettes and other tobacco products, devices which simulate tobacco or other smoking, including, but not limited to, electronic cigarettes and vaporizers.

BY ITS ACCEPTANCE OF THIS CONVEYANCE, GRANTEE AGREES AS FOLLOWS: PURSUANT TO SECTION 10 OF THE SALES CONTRACT, DATED JUNE 6, 2019, 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.

ENVIRONMENTAL.

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 remediation obligations and third-party claims, arising from environmental conditions or Hazardous Substances existing on or beneath 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. 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. § et seq.), and those relating to Lead Based Paint (as hereinafter defined) 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 the Seller; (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 constituent) 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 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 Buyer; (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 Buyer 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 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 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. Buyer will protect, defend, hold harmless and indemnify Seller, its 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 Buyer or its agents or employees, whether or not such act is within the scope of the employment of such 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.

c. Waiver and Release. Buyer hereby (i) waives, relinquishes and releases the Seller from all costs by reason of or arising out of any environmental conditions at the Property; 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 Buyer. 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, Buyer covenants and agrees that in no event shall it commence any action or make any claim against Seller, 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 petroleum contamination at, on, under or emanating from the Property, and Buyer hereby releases Seller from all such claims. It is acknowledged and agreed that the Purchase Price of the Property reflects the condition of the Property. Buyer's sole remedy after Closing with respect to any such contamination shall be for specific performance of Seller's obligations under this Section.

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 Seller, Buyer agrees to execute and deliver such instruments in recordable form as be necessary to effect record notice of the foregoing rights and covenants.

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

ATTEST:

By: Buffy Hong
Name: Buffy Hong
Title: Assistant Secretary

GRANTOR:

7-ELEVEN, INC.,
a Texas corporation

By: [Signature]
Name: Rankin Gasaway
Title: Vice President



STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Rankin Gasaway as Vice President of 7-Eleven, Inc., a Texas corporation, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was executed as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 22nd day of January, 2022.

[Signature]
Notary Public

My Commission Expires: 3-14-2022

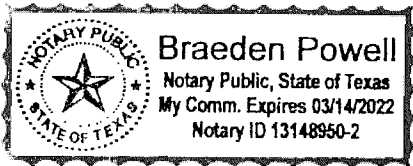


EXHIBIT A

PROPERTY DESCRIPTION

COMMENCING AT A POINT NORTH 1115.17 FEET AND EAST 1835.83 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 8.35 FEET; THENCE NORTH 03°11'15" WEST 29.7 FEET; THENCE NORTH 88°30'45" EAST 82.53 FEET; THENCE NORTH 03°11'15" WEST 150.75 FEET; THENCE SOUTH 88°16'13" WEST 80.86 FEET; THENCE SOUTH 179.86 FEET TO THE POINT OF BEGINNING.

FURTHER KNOWN AS TAX PARCEL NO. 13-011-0060