

After recording, return to:  
McGuireWoods LLP  
1230 Peachtree Street, NE  
Atlanta, Georgia 30309  
Attn: Josiah A. Bancroft

[Space Above This Line For Recording]

Parcel No. 06-094-0085

STATE OF UTAH  
COUNTY OF DAVIS

**SPECIAL WARRANTY DEED**

**THIS INDENTURE**, is made as of the 14<sup>th</sup> day of July, 2015, by and between **PEAK THIRD PARTY RESTAURANT GROUP, LLC**, a Georgia limited liability company ("Grantor"), and **FILO, LLC**, a Utah limited liability company ("Grantee"); the words "Grantor" and "Grantee" to include the heirs, successors, legal representatives and assigns of said parties where the context requires or permits.

**WITNESSETH:**

**FOR AND IN CONSIDERATION** of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid to Grantor by Grantee at and before execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, its successors and assigns, all that tract or parcel of land lying and being in Davis County, Utah, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"), together with all improvements located thereon and all rights and appurtenances thereto in anywise belonging to Grantor, including but not limited to, all rights, titles and interests, if any, of Grantor in (a) any land lying in or under the bed of any highway, avenue, street, road, alley, open or proposed, in, on, across, abutting or adjacent to the Land, and (b) all rights, titles and interests of Grantor, if any, in and to any awards made, or to be made in lieu thereof, for damage by reason of change in grade of any such highway, avenue, street, road or alley (all of said Land, property and interests being collectively referred to herein as the "Property."), subject to the matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

**TO HAVE AND TO HOLD** said Property, with all and singular the rights, members and appurtenance thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

**GRANTOR SHALL** warrant and forever defend the right and title to said tract or parcel of land unto Grantee, and the heirs, successors, legal representatives and assigns of Grantee, against the claims of all persons claiming, owning or holding by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Indenture to be signed, sealed and delivered to Grantee, the day and year first above written.

"GRANTOR":

PEAK THIRD PARTY RESTAURANT GROUP,  
LLC, a Georgia limited liability company

By: Peak Restaurant Partners, LLC, a Delaware limited liability company

By: Peak Restaurant Partners, LP, a Delaware limited partnership, its sole member and manager

By: Peak Restaurant Partners GP, LLC, a Delaware limited liability company, its general partner

By: Peak Restaurant Holdings, LLC, a Delaware limited liability company, its sole member and manager

By: Karl F. Jaeger  
Karl F. Jaeger  
Vice President

STATE OF Georgia  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 13 day of July, 2015, by Karl F. Jaeger, as Vice President of Peak Restaurant Holdings, LLC, a Delaware limited liability company, sole member and manager of Peak Restaurant Partners GP, LLC, a Delaware limited liability company, general partner of Peak Restaurant Partners, LP, a Delaware limited partnership, sole member and manager of Peak Restaurant Partners, LLC, a Delaware limited liability company, sole member and manager of Peak Third Party Restaurant Group, LLC, a Georgia limited liability company. He is personally known to me or has produced a driver's license as identification.

[NOTARIAL SEAL]



Sara Goodwin  
Notary Public, State of Georgia  
Print Name: SARA GOODWIN  
Notary Commission No.: \_\_\_\_\_  
My Commission Expires: 8/16/15

**EXHIBIT "A"**

Legal Description

**2487 South 800 West, Woods Cross, Utah 84087**

Parcel 1:

Beginning at a point on the East line of 800 West Street, which is 175.71 feet South 89°35'05" West along the 1/4 Section line, and 137.33 feet South 0°05'15" East along said East line of 800 West Street from the center of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°54'52" East 248.59 feet to the Westerly right-of-way line of Interstate 15; thence Southwesterly along said Westerly right-of-way line two (2) courses as follows: Southwesterly along the arc of a 1850.08 foot radius curve to the right 164.34 feet (long chord bears South 42°36'49" West 164.29 feet), and South 45°09'30" West 170.74 feet; thence North 44°47'32" West 98.22 feet to a point on the East edge of a 4 foot concrete sidewalk; thence Northerly along said East edge of sidewalk the following five (5) courses: North 25°46'55" East 14.72 feet; North 21°27'44" East 19.59 feet, North 19°21'41" East 18.75 feet, Northeasterly along the arc of a 367.75 foot radius curve to the left 60.62 feet (long chord bears North 20°51'15" East 60.55 feet), and North 11°38'50" East 52.26 feet to said East right-of-way line of 800 West Street; thence North 5°26'40" East 15.12 feet along said East right-of-way line to the point of beginning.

(Tax Parcel No. 06-094-0085)

Parcel 1A:

Together with and subject to the non-exclusive easements over and upon the parking and common areas for purposes of vehicular ingress and the parking of motor vehicles, according to the terms and conditions and as set forth in Declaration of Restrictions and Grant of Easements, dated April 16, 1979, executed by Hermes Associates, a Utah partnership, recorded April 26, 1979 as Entry No. 529888 in Book 765 at Page 396 of Davis County Official Records.

**EXHIBIT "B"**

Permitted Exceptions

1. Taxes and assessments for the year 2015 and subsequent years, not yet due and payable.
2. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within that certain Declaration of Restrictions and Grant of Easements recorded April 26, 1979 as Entry No. 529888 in Book 765 at Page 396 of Official Records.
3. Limitation or lack of access to and from the freeway over and across the Southeasterly boundary line as set forth in mesne documents of record, including without limitation a) that certain Quit Claim Deed recorded June 19, 1968 as Entry No. 321428 in Book 393 at Page 51; b) that certain Quit Claim Deed recorded October 17, 1990 as Entry No. 905233 in Book 1376 at Page 263; c) that certain Quit Claim Deed recorded October 17, 1990 as Entry No. 905234 in Book 1376 at Page 264; d) that certain Quit Claim Deed recorded July 1, 1991 as Entry No. 933055 in Book 1423 at Page 421; all of Official Records.
4. Reservations and the restriction as to Junkyards, as set forth by Quit Claim Deed, executed by the Utah Department of Transportation, as Grantor, to Hermes Associates, a Utah partnership, as Grantee, recorded October 17, 1990 as Entry No. 905234 in Book 1376 at Page 264 of Official Records.
5. Easement, in favor of Woods Cross City, a municipal corporation of the State of Utah, for public sidewalk and other distribution and transmission structures and facilities and incidental purposes thereunder, according to the terms, covenants and conditions thereof, recorded April 26, 1991 as Entry No. 924886 in Book 1408 at Page 287 of Official Records.
6. Resolution No. 2004-212, Davis County Commission dated June 15, 2004 establishing and organizing the South Davis Recreation Special Service District recorded September 14, 2004 as Entry No. 2017602 in Book 3623 at Page 1144 of Official Records.
7. Notice of Adoption of Redevelopment Plan Entitled "Woods Cross Neighborhood Development Plan" and dated August 22, 1986, recorded November 21, 1986 as Entry No. 761452 in Book 1125 at Page 762 of Official Records.
8. A Perpetual Right of Way for the operation and maintenance of a pipeline from the reservoir, and incidental purposes as evidenced and set forth by that certain Warranty Deed recorded March 14, 1935, as Entry No. 59911 in Book 1-M at Page 367, and also by subsequent deeds of record including that certain Warranty Deed recorded May 29, 1943 as Entry No. 83439 in Book 1-V at Page 257; and as set forth in Warranty Deed recorded December 8, 1964 as Entry No. 276275 in Book 306 at Page 343 of Official Records.