

RECORDING REQUESTED BY AND WHEN
RECORDED, MAIL TO:

McClory Family Trust
Attn: Serena T. McClory
1509 Madera Ct.
El Cerrito, CA 94530

MAIL TAX STATEMENTS TO:

FFG R&R Stores, LLC
2162 West Grove Parkway, Suite 220
Pleasant Grove, Utah 84062
ADN: 06-393-0002

SPECIAL WARRANTY DEED

FOR TEN DOLLARS and other valuable consideration, FFG DEVELOPMENT, LLC, a Utah limited liability company ("**Grantor**") does hereby grant, sell and convey to Oliver S. McClory and Serena T. McClory, as trustees of the MCCLORY FAMILY TRUST ("**Grantee**"), whose address is 1509 Madera Ct., El Cerrito, California 94530, the following described real property situated in Davis County, Utah, together with all improvements, rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances appurtenant thereto:

See Exhibit A attached hereto and by reference incorporated herein (the "**Property**").

The Property is conveyed subject to all non-delinquent taxes and other non-delinquent assessments, the Permitted Exceptions shown on Exhibit B attached hereto and by this reference incorporated herein, and any matters which would be shown or discovered by an accurate survey or physical inspection of the Property.

Grantor warrants title to the Property against all acts of Grantor and no other, subject to the matters set forth above.

GRANTEE ACKNOWLEDGES THAT GRANTEE HAS INDEPENDENTLY AND PERSONALLY INSPECTED THE PROPERTY AND THAT GRANTEE HAS ACQUIRED TITLE TO THE PROPERTY BASED UPON ITS ABILITY TO MAKE SUCH EXAMINATION AND INSPECTION. THE PROPERTY IS SOLD AND CONVEYED AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY SET FORTH IN THIS DEED. GRANTOR HAS MADE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS PHYSICAL CONDITION, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR WITH RESPECT TO THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS, RULES, ORDINANCES OR REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HAZARDOUS SUBSTANCES, HEALTH AND/OR THE ENVIRONMENT). ANY SUIT BY GRANTEE FOR ANY BREACH BY GRANTOR OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED HEREIN MUST BE FILED ON OR BEFORE TWELVE MONTHS AND ONE (1) DAY AFTER THE DATE HEREOF OR IT SHALL BE FOREVER BARRED. THE PROVISIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE DELIVERY OF THIS DEED. NOTWITHSTANDING ANY OTHER PROVISION IN THIS DEED OR ANY OTHER DOCUMENT, GRANTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ACREAGE

FIRST AMERICAN TITLE
972531

OR SQUARE FOOTAGE TO THE PROPERTY, INCLUDING ANY SUCH REFERENCE IN EXHIBIT
"A".

[signature page follows]

DATED as of the 20 day of August, 2019.

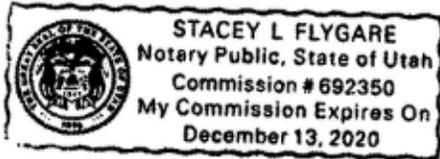
GRANTOR:

FFG DEVELOPMENT, LLC, a Utah limited liability company

By: [Signature]
Printed Name: Andrew Smith
Title: Manager

STATE OF UTAH)
) ss.
County of UTAH)

The foregoing instrument was acknowledged before me this 20 day of August, 2019, by Andrew Smith, the Manager of FFG Development, LLC, on behalf of such company.



[Signature]
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

That certain real property located in Davis County, Utah, legally described as follows:

LOT 2, PREMIUM BBQ-SUBDIVISION, RECORDED AS ENTRY NO. 3087702, ON APRIL 16, 2018, IN THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDER'S OFFICE.

Said property is also known by the street address of: 1085 North Main Street/ North Highway 89, North Salt Lake City, UT 84054

EXHIBIT B
PERMITTED EXCEPTIONS

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Taxes for the year 2019 now a lien, not yet due. Tax Parcel No. 06-393-0002.
(The following affects all of the Land, together with other land not included herein)
2018 general property taxes were paid in the amount of \$37,548.32. Tax Parcel No. 06-095-0189.
9. Any charge upon the Land by reason of its inclusion in South Davis Sewer Improvement District, South Davis Recreation District and North Salt Lake City.
10. An easement over, across or through the land for irrigation ditches and incidental purposes, as granted to State Road Commission of Utah by Instrument recorded December 10, 1934 as Entry No. 59063 in Book 1-M at Page 170 of Official Records.
11. An easement over, across or through the land for pole line and incidental purposes, as granted to Utah Power & Light Company by Instrument recorded November 09, 1935 as Entry No. 61357 in Book K of Liens and Leases at Page 570 of Official Records.
12. An easement over, across or through the land for irrigation ditch and incidental purposes, as disclosed by Instrument recorded June 17, 1952 as Entry No. 123921 in Book 39 at Page 114 of Official Records.
13. An easement over, across or through the land for fill slopes and incidental purposes, as granted to State of Utah by Instrument recorded December 16, 1971 as Entry No. 359161 in Book 474 at Page 448 of Official Records and further set forth in Final Order of Condemnation recorded June 12, 1972 as Entry No. 365858 in Book 489 at Page 509 of Official Records.
14. An easement over, across or through the land for sewer lines and incidental purposes, as granted to South Davis County Sewer Improvement District by Instrument recorded December 08, 1972 as Entry No. 373799 in Book 505 at Page 657 of Official Records.

15. An easement over, across or through the land for signs and incidental purposes, as disclosed by Instrument recorded June 11, 1976 as Entry No. 435758 in Book 604 at Page 871 of Official Records.

(The following affects a portion of the land described herein)

16. An unrecorded Lease executed by Premium Oil Company, a Utah Corporation, as Lessor, and Commercial Security Bank, a Utah banking corporation, as Lessee, as disclosed by Notice of Lease recorded January 07, 1977 as Entry No. 451376 in Book 631 at Page 569 of Official Records.

NOTE: The present ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease are not shown herein.

17. An easement over, across or through the land for underground electric lines and incidental purposes, as granted to Utah Power & Light Company by Instrument recorded November 30, 1979 as Entry No. 551816 in Book 803 at Page 741 of Official Records.

18. An easement over, across or through the land for gas lines and incidental purposes, as granted to Mountain Fuel Supply Company by Instrument recorded February 29, 1980 as Entry No. 558720 in Book 814 at Page 879 of Official Records.

(The following affects a portion of the land described herein)

19. An easement over, across or through the land for communication lines and incidental purposes, as granted to Mountain States Telephone and Telegraph Company, a Colorado corporation by Instrument recorded January 27, 1988 as Entry No. 814348 in Book 1215 at Page 859 of Official Records.

(The following affects this and other property)

20. An Ordinance Adopting the Highway 89 Community Development Project Area Plan recorded April 06, 2015 as Entry No. 2858580 in Book 6239 at Page 952 of Official Records.
21. Notice of Creation from the South Davis Metro Fire Service Area recorded December 23, 2015 as Entry No. 2911949 in Book 6419 at Page 53 of Official Records.
22. Easements, notes and restrictions as shown on Premium BBQ - Subdivision plat recorded April 16, 2018 as Entry No. 3087702 in Book 6994 of Plats at Page 881.
23. Covenant, conditions and Restrictions disclosed by that certain Special Warranty Deed recorded April 20, 2018 as Entry No. 3088779 in Book 6998 at Page 1146 of Official Records.
24. Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated April 20, 2018 by and between FFG Development LLC, a Utah limited liability company as Trustor in favor of Cottonwood Title Insurance Agency, Inc. as Trustee and Red Bridge Capital II, LLC, a Utah limited liability company as Beneficiary, to secure an original indebtedness of undisclosed and any other amounts or obligations secured thereby, recorded April 20, 2018 as Entry No. 3088780 in Book 6998 at Page 1151 of Official Records.
25. An unrecorded Lease executed by FFG Development LLC, a Utah limited liability company, as Lessor, and FFG R&R Stores, LLC, a Utah limited liability company, as Lessee, as disclosed by Subordination, Nondisturbance, and Attornment Agreement recorded April 20, 2018 as Entry No. 3088781 in Book 6998 at Page 1165 of Official Records.

NOTE: The present ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease are not shown herein.

26. Terms, conditions and provisions, as set forth with in that certain Subordination, Nondisturbance, and Attornment Agreement recorded April 20, 2018 as Entry No. 3088781 in Book 6998 at Page 1165 of Official Records.

27. Access and Parking Easement Agreement recorded May 15, 2018 as Entry No. 3093299 in Book 7015 at Page 478 of Official Records.
28. Access and Parking Easement Agreement recorded May 15, 2018 as Entry No. 3093300 in Book 7015 at Page 489 of Official Records.
29. Storm Water Management/BMP Facilities Maintenance Agreement recorded October 23, 2018 as Entry No. 3124374 in Book 7126 at Page 510 of Official Records.
30. Vehicular access is limited to openings permitted by the Utah State Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2005.
31. Rights of tenants as tenants only in possession of the Land under unrecorded leases, rental or occupancy agreements and any claims thereunder, including Subway Sandwiches.
32. Any claim that the title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. 181, et seq.) or under similar state laws.
33. The following Preliminary Notice(s) filed with the State Construction Registry within the Last 12 Months.
