The Order of the Court is stated below:

Dated: August 17, 2017 08:45:21 AM

/s/ BARR Distric

When Recorded Return To: First American Title Insurance Compan National Commercial Services

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Attorneys for Plaintiff Citibank, N.A.

I CERTIFY THAT THIS IS A TRUE C ORIGINAL DOCUMENT ON FILE IN DISTRICT COURT, SALT LAKE

12981250 5/3/2019 1:33:00 PM \$48.00 Book - 10777 Pg - 933-943 **RASHELLE HOBBS** Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 11 P.

IN THE THIRD JUDICIAL DISTRICT COURT SALT LAKE COUNTY, STATE OF UTAH

CITIBANK, N.A.,

Plaintiff,

TANNACH PROPERTIES, L.L.C., a Utah limited liability company; BENJAMIN LOGUE, an individual; TANNACH MANAGEMENT GROUP, LLC, a Utah limited liability company; REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency of the State of Utah; STATE OF UTAH, DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT, OLENE WALKER HOUSING LOAN FUND; SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah; THE LOGUE FOUNDATION, a Utah non-profit corporation; ECALA PROPERTIES, LLC, a Utah limited liability company; STATE OF UTAH, DEPARTMENT OF COMMUNITY AND CULTURE, DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT, NEIGHBORHOOD STABILIZATION PROGRAM 3; GERDAU AMERISTEEL WC INC., dba GERDAU REINFORCING STEEL, a

PARTIAL FINAL JUDGMENT, DECREE OF FORECLOSURE AND ORDER OF SALE

Civil No. 160907463

Judge: Barry Lawrence

Delaware corporation; DIRTHOGS EXCAVATING LLC, a Utah limited liability company; DIRTHOGS TRANSPORT LLC, a Utah limited liability company; DIAMOND RENTAL, INC., a Utah corporation; GENEVA ROCK PRODUCTS, INC., a Utah corporation; HD SUPPLY CONSTRUCTION SUPPLY, LTD, dba HD SUPPLY WHITE CAP CONSTRUCTION SUPPLY, a Georgia corporation; UTAH MECHANICAL CONTRACTORS INC., a Utah corporation; CONSTRUCTION CONTROL CORPORATION, an expired Utah corporation; BRAGG INVESTMENT COMPANY, INC., dba BRAGG CRANE SERVICE, a California corporation; PACIFIC STAIR CORPORATION, an Oregon corporation; and RALPH R. MARCHANT, an expired Utah corporation,

Defendants.

The matter before the Court is Plaintiff's Motion for Summary Judgment (the "Motion"), filed by Citibank, N.A. ("Citibank") and properly noticed to all Defendants on June 6, 2017, and which is supported by factual declarations. The Motion seeks summary judgment with respect to (1) the claims of Citibank as to the priority of the Citibank Trust Deed on the Mortgaged Property described in the Motion, (2) the amount of the debt owed by the obligor and guarantor, (3) the default of the obligor, and (4) the establishment of a deficiency. On July 10, 2017, Defendants Tannach Properties, L.L.C., Benjamin Logue, Tannach Management Group, LLC, The Logue Foundation, and Ecala Properties, LLC (collectively, the "Tannach Defendants") filed a Response to Citibank's Motion for Summary Judgment (the "Response"), without factual declarations, objecting

to the entry of a deficiency judgment. No other parties filed a response to the Motion, and the time set by law for doing so has passed.

The Court held a hearing on the Motion on July 18, 2017, and appearances were noted on the record. At the hearing, the Court heard and considered statements, representations and stipulations of counsel for the parties.

Having been fully informed, and having considered the Motion, the Declaration of Dale Goncher in Support of the Motion, the Declaration of Nathan Seim in Support of the Motion, the Response, the statements and stipulations of the parties at the hearing, and applicable law, the Court, finding good cause appearing, enters its judgment, decree of foreclosure and order of sale in accordance with Utah Code Ann. § 78B-6-901, as follows:

- (1) As of August 2, 2017, the total amount owing by Tannach Properties,

 L.L.C. to Citibank under the Note and Loan Agreement is \$16,216,001.31, consisting of

 principal and accrued interest, with the further accrual of interest, costs and fees,
 including attorneys' fees (the "Debt Amount").
- (2) As of August 2, 2017, the total amount owing by Benjamin Logue to Citibank under the Guaranty was the Debt Amount.
- (3) Citibank's interest in the Mortgaged Property, the legal description of which is attached hereto as Exhibit 1, is prior, senior and superior to the interests of each Defendant in the Mortgaged Property, as well as the liens or interests of all other persons

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or entities in the Mortgaged Property recorded subsequent to the recording of the Citibank Lis Pendens with the Salt Lake County Recorder's Office on December 6, 2016.

- (4) Citibank is granted judgment foreclosing out the liens, claims and interests of all Defendants in the Mortgaged Property, as well as the liens, claims and interests of all other persons or entities in the Mortgaged Property recorded after the recording of the Citibank Lis Pendens with the Salt Lake County Recorder's Office on December 6, 2016.
- (5) Having adjudged the amount of the debt, the default of the obligor, and the priority of the interests in the Mortgaged Property, there is no just reason for delay in the entry of this judgment in accordance with Utah R. Civ. P. 54(b) and for the foreclosure of the Mortgaged Property.
- (6) The Sheriff of Salt Lake County is ordered and directed to advertise and notice the sale of, and to sell, the Mortgaged Property in accordance with Utah R. Civ. P. 69A, 69B and 69C, and any other applicable law, subject to any applicable redemption rights, provided that the purchaser at the sale is awarded possession of the Mortgaged Property during the period of redemption of Utah R. Civ. P. 69(C).
- (7) The Sheriff in the notice of sale shall include notice that each bidder prior to the sale must complete and sign a bidder contract and registration form and provide a bid deposit in the amount of \$100,000.00 to qualify as a bidder.
- (8) Prior to the sale, each bidder (other than Citibank) must sign the bidder contract and registration form substantially in the form attached hereto as Exhibit 2 that shall include the agreement of each bidder that (a) the bidder is bound by the provisions

of Utah R. Civ. P. 69B(f) and that each bid is an irrevocable offer of purchase that may not be withdrawn until issuance of the Sheriff's Certificate of Sale, and (b) any bidder refusing to pay the price bid forfeits its bid deposit.

- (9) At the Sheriff's sale, Citibank will enter an opening credit bid in the amount of \$3,000,000. Citibank, in its sole discretion, may (but is not required to) credit bid at the Sheriff's sale in any amount up to the Debt Amount.
- (10) Each bid increment at the sale for the Mortgaged Property must be at least 25,000.00, which minimum bid increment shall be included in the bidder contract and registration form.
- (11) The Sheriff, in consultation with Citibank or its attorneys, shall determine, in their joint discretion, an appropriate time period for the payment of the balance of the purchase price and shall include an agreement for the payment of the balance of the price bid in the bidder contract and registration form and in the notice of sale.
- (12) Upon payment in certified funds to the Sheriff of the price bid by the highest bidder, or of the credit bid of Citibank, the Sheriff shall issue a Certificate of Sale as provided by Utah R. Civ. P. 69B(i), and upon expiration of the redemption period of Utah R. Civ. P. 69C shall issue a Sheriff's Deed to the appropriate party.
- (13) Upon issuance of the Certificate of Sale, the Sheriff shall return to all unsuccessful bidders their bid deposits.
- (14) From the proceeds of the foreclosure sale conducted by the Sheriff, the Sheriff shall first retain the fees and costs incurred and then pay Citibank or its attorney.

the remaining portion, up to the Debt Amount, with the remaining balance, if any, to be deposited with the Clerk of this Court. The Sheriff may obtain a receipt for the amount paid to Citibank and shall file the same with the Court, together with a report of sale of the Mortgaged Property.

- (15) After payment in full of the Debt Amount to Citibank, any remaining amounts shall be deposited by the Sheriff with the Clerk of this Court, together with a report of sale of the Mortgaged Property.
- (16) All Defendants, and all persons or entities claiming an interest in the Mortgaged Property subsequent to the recording of the Citibank Lis Pendens with the Salt Lake County Recorder's Office on December 6, 2016, are forever barred and foreclosed from all claim of, in or to the Mortgaged Property, subject to any right of redemption of any such parties, if any.
- (17) The remaining issues relating to any deficiency amount owing to Citibank by Tannach Properties or Benjamin Logue, the amount of attorneys' fees to be awarded to Citibank, and any counterclaims and cross-claims against Citibank are to be determined by further Orders and Judgments of the Court.

END OF ORDER
(The Court's signature appears at the top of the first page)

Approved as to form and content:

FETZER SIMONSON BOOTH JENKINS GENERAL

OFFICE OF THE ATTORNEY

/s/ Clark Fetzer

/s/ Michael Green

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Clark Fetzer
Alan Bachman
Attorneys for Geneva Rock Products, Inc.
Housing
and Utah Mechanical Contractors Inc.
Walker

Utah.

Culture.

Stabilization

Michael Green
Bryan Nalder
Attorneys for State of Utah, Division of

and Community Development, Olene

Housing Loan Fund; and State of

Department of Community and

Division of Housing and Community Development, Neighborhood

Program 3

PATRICK A. SHEA, P.C.

/s/ Patrick Shea

Patrick Shea

Attorneys for Tannach Properties, LLC; Benjamin Logue; Tannach Management Group, LLC; The Logue Foundation; and

Ecala Properties, LLC

EXHIBIT 1 (Legal Description)

Real property situated in the County of Salt Lake, State of Utah described as:

PARCEL 1

ALL OF UNIT A, UNIT B AND UNIT 1, CONTAINED WITHIN THE PLAZA AT STATE STREET CONDOMINIUM PLAT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SALT LAKE COUNTY, UTAH AS ENTRY NO. 11368183 IN BOOK 2012P AT PAGE 41, AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS OF THE PLAZA AT STATE STREET, A MIXED USE CONDOMINIUM DEVELOPMENT, RECORDED IN SALT LAKE COUNTY, UTAH ON APRIL 11, 2012 AS ENTRY NO. 11368184 IN BOOK 10007 AT PAGE 5398 OF THE OFFICIAL RECORDS, AND ALL AMENDMENTS THERETO.

TOGETHER WITH: (A) THE UNDIVIDED OWNERSHIP INTEREST IN SAID CONDOMINIUM PROJECT'S COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNITS, (THE REFERENCED DECLARATION OF CONDOMINIUM PROVIDING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED OWNERSHIP INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES); (B) THE EXCLUSIVE RIGHT TO USE AND ENJOY EACH OF THE LIMITED COMMON AREAS WHICH IS APPURTENANT TO SAID UNITS, AND (C) THE NONEXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREAS AND FACILITIES INCLUDED IN SAID

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CONDOMINIUM PROJECT (AS SAID PROJECT MAY HEREAFTER BE EXPANDED) IN ACCORDANCE WITH THE AFORESAID DECLARATION AND SURVEY MAP (AS SAID DECLARATION AND MAY HEREAFTER BE AMENDED OR SUPPLEMENTED) AND THE UTAH CONDOMINIUM OWNERSHIP ACT.

PARCEL 1A

TOGETHER WITH A RIGHT OF WAY OVER FLORAL AVENUE AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED JANUARY 6, 2000 AS ENTRY NO. 7549476 IN BOOK 8334 AT PAGE 8191, BEING 16 FEET IN WIDTH ADJOINING SAID PROPERTY ON THE EAST AND EXTENDING NORTH TO THE NORTH LINE OF SAID LOT 6.

PARCEL 1B:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT, LICENSE, AND PRIVILEGE OF PASSAGE, USE AND RIGHT OF WAY ON AND OVER THE PROPERTY COMMONLY REFERRED TO AS FLORAL STREET AS DISCLOSED BY THAT CERTAIN CROSS EASEMENT AGREEMENT RECORDED APRIL 11, 2012 AS ENTRY NO. 11368179 IN BOOK 10007 AT PAGE 5320 OF OFFICIAL RECORDS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN THE REDEVELOPMENT AGENCY OF SALT LAKE CITY DEED RECORDED IN THE RECORDS OF THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NUMBER 5036165 IN BOOK 6296 AT PAGE 1271 (THE "RDA DEED"), LOCATED AT THE WEST RIGHT OF WAY LINE OF EDISON STREET WHERE IT INTERSECTS WITH THE NORTH SIDE OF THE RELOCATED FLORAL STREET, WHICH POINT IS ALSO LOCATED BY STARTING FROM A SALT LAKE CITY STREET MONUMENT LOCATED IN THE INTERSECTION OF 300 SOUTH AND STATE STREET, THENCE NORTH 00°01'43" WEST ALONG SAID STATE STREET MONUMENT LINE A DISTANCE OF 64.73 FEET; THENCE NORTH 89°58'44" EAST 67.18 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 56, PLAT "A", SALT LAKE CITY SURVEY; CONTINUING THENCE NORTH 89°58'44" EAST ALONG THE NORTH RIGHT OF WAY LINE OF 300 SOUTH STREET A DISTANCE OF 380.24 FEET; THENCE NORTH 00°06'26" EAST A DISTANCE OF 230.00 FEET ALONG THE WEST RIGHT OF WAY LINE OF EDISON STREET TO THE NORTH SIDE OF FLORAL STREET WHERE IT INTERSECTS WITH EDISON STREET, WHICH IS THE POINT OF BEGINNING;

THENCE SOUTH 00°06'26" WEST ALONG THE EDISON STREET RIGHT OF WAY A DISTANCE OF 41.95 FEET; THENCE SOUTH 89°58'38" WEST ALONG A LINE WHICH RUNS PARALLEL TO A PARKING STRUCTURE A DISTANCE OF 145.46 FEET, TO THE WEST RIGHT OF WAY LINE OF FLORAL STREET (NOW VACATED), WHICH POINT ALSO LIES ON THE NORTH BOUNDARY LINE OF BROADWAY CENTER INVESTMENT'S DEED RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 10159815 IN BOOK 9489 AT PAGE 6337; THENCE ALONG THE NOW VACATED FLORAL STREET RIGHT OF WAY THE FOLLOWING 3 COURSES: NORTH 00°02'30" EAST A DISTANCE OF 142.02 FEET; THENCE SOUTH 89°58'33" WEST A DISTANCE OF 2.00 FEET; THENCE NORTH 00°02'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 50.40 FEET: THENCE CROSSING SAID VACATED RIGHT OF WAY NORTH 89°58'19" EAST A DISTANCE OF 15.00 FEET TO THE EASTERLY RIGHT OF WAY OF SAID VACATED FLORAL STREET; THENCE ALONG THE EASTERLY RIGHT OF WAY OF THE FORMER FLORAL STREET THE FOLLOWING 3 COURSES: SOUTH 00°02'30" WEST A DISTANCE OF 50.40 FEET; THENCE NORTH 89°58'33" EAST A DISTANCE OF 2.00 FEET; THENCE SOUTH 00°02'30" WEST A DISTANCE OF 101.00 FEET TO THE NORTH BOUNDARY OF THE PROPERTY DESCRIBED IN THE PREVIOUSLY DESCRIBED RDA DEED; THENCE ALONG SAID RDA DEED LINE THE FOLLOWING 3 COURSES: NORTH 89°58'33" EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 00°02'30" EAST A DISTANCE OF 0.93 FEET; THENCE NORTH 89°58'33" EAST A DISTANCE OF 50.51 FEET, TO THE POINT OF BEGINNING.

Said Property may also be known by the street address of: 245, 255 & 265 S. State Street, Salt Lake City, UT 84111

The property may also be identified as Tax Parcel Nos. 16-06-157-001-0000, 16-06-157-002-0000, 16-06-157-003-0000 and 16-06-157-004-0000.



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EXHIBIT 2 (Bidder and Contract Registration Form)

Your Name		
Driver's License	State	Number
Name of Bidder (the "Bidder")		
Address		
City, State Zip		
Cell Phone (contact next 48 hrs)		
Email address		
Form of \$ 100,000 Deposit		

- 1 I am registering individually and as representative of Bidder to bid at the foreclosure sale of the "Property" described on Exhibit A on the backside.
- I will not interfere in the conduct of the sale of the Property and will comply with all directions of the Sheriff or his counsel.
- 3 I understand and agree that the minimum bid increment is \$25,000.00 and that smaller increments will not be accepted.
- I agree that no commission will be payable by the Sheriff or Citibank in connection with the sale of the Property.
- I am duly authorized by Bidder to act on its behalf and to make each bid. I agree that if I am not duly authorized, then I am personally liable for each bid made.
- I understand that this is a public auction and that any person/entity, including Citibank N.A., may bid or purchase at the sale. I affirm that I have not entered into any agreement with any person/entity that could or might control the sale price of this public auction and that any agreement with that effect is null, invalid, and void, as it is contrary to public policy. Any violation of this ¶6 permits remedies, damages and relief as provided for in 11 USC § 363(n), not as an applicable statute but as a contractual right.
- I agree that any bid made is based upon bidder's own investigation and due diligence; all representations, comments, or information from the Sheriff or Citibank N.A. or their attorneys is for informational purposes only and may not be and has NOT been relied upon by bidder and bidder covenants not to sue under any theory of law based thereon.
- I understand that Citibank N.A. may credit bid up to the amount of the debt owed to it.
- 9 I AGREE THAT EACH BID I MAKE IS AN IRREVOCABLE OFFER TO PURCHASE THE PROPERTY THAT IS NOT REJECTED BY ACCEPTANCE OF ANY OTHER BID AND REMAINS IRREVOCABLE UNTIL THE SALE IS FINALLY CONSUMMATED BY A HIGHER BIDDER INCLUDING PAYMENT OF THE PURCHASE PRICE AND ISSUANCE OF THE CERTIFICATE OF SALE.
- 10 I understand that my deposit will not be returned to me until the sale of the Property is complete which means that the full purchase price has been received by the Sheriff and that the deposit will be returned in the same form and without interest.
- If I am the prevailing bidder, then I agree to pay the full amount bid to the Sheriff by close of business on [insert Next business day], by wire transfer as instructed below. If notified of the failure of higher bid, then I will pay the amount bid by wire transfer the next business day, after instructed by the Trustee.

Bidder No.

- 12 I understand that if I fall to pay the full amount bid that the Sheriff may proceed to sell the Property to the next highest bidder and that I will be liable for a \$100,000.00 bid cancellation fee and that the deposit will be retained to satisfy the cancellation fee.
- I understand and agree that if I fail to pay the full amount bid, then the Sheriff may re-notice the sale and may reject any bid from me (both as bidder and as an individual) at any future sale by Sheriff.
- 14 I understand and agree that the sale may be postponed for any cause the Sheriff considers expedient.
- I understand that the sale is conducted by the Sheriff or his agents/attorneys and that I have no claim, right, or chose in action, and I hereby knowingly waive and release any claim, right or chose in action against Citibank N.A. and its affiliates employees, agents and attorneys.
- 16 I understand that the Property is sold without any warranties or guaranties of any kind, as is, where is and if is.
- 17 I understand that the property may be subject to property taxes or other liens, and that no warranty of title is provided. I am responsible for purchasing my own title policy, if desired.
- I understand that it is possible that a bankruptcy filing or other legal action may render the sale void in which event I agree to cooperate with the Sheriff to take all actions necessary to reinstate the property to its former legal status.

I understand that only upon timely payment and receipt of the full purchase price will a Certificate of Sale be provided in accordance with law and that any costs for recordation is not included in the price bid.

Upon Penalty of Perjury:	Wire Transfer Instructions (Message Must be included for proper credit)
	Receiving Bank –
Individually and on behalf of Bidder	Account Name –
•	ABA Routing Number
	Account Number
	Message - Plaza at State Street Sheriff's Sale

SALT LAKE COUNTY SheriffEXHIBIT A

PROPERTY DESCRIPTION

PARCEL 1:

ALL OF UNIT A, UNIT B AND UNIT 1, CONTAINED WITHIN THE PLAZA AT STATE STREET CONDOMINIUM PLAT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SALT LAKE COUNTY, UTAH AS ENTRY NO. 11368183 IN BOOK 2012P AT PAGE 41, AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS OF THE PLAZA AT STATE STREET, A MIXED USE CONDOMINIUM DEVELOPMENT, RECORDED IN SALT LAKE COUNTY, UTAH ON APRIL 11, 2012 AS ENTRY NO. 11368184 IN BOOK 10007 AT PAGE 5398 OF THE OFFICIAL RECORDS, AND ALL AMENDMENTS THERETO.

TOGETHER WITH: (A) THE UNDIVIDED OWNERSHIP INTEREST IN SAID CONDOMINIUM PROJECT'S COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNITS, (THE REFERENCED DECLARATION OF CONDOMINIUM PROVIDING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED OWNERSHIP INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES); (B) THE EXCLUSIVE RIGHT TO USE AND ENJOY EACH OF THE LIMITED COMMON AREAS WHICH IS APPURTENANT TO SAID UNITS, AND (C) THE NONEXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREAS AND FACILITIES INCLUDED IN SAID CONDOMINIUM PROJECT (AS SAID PROJECT MAY HEREAFTER BE EXPANDED) IN ACCORDANCE WITH THE AFORESAID DECLARATION AND SURVEY MAP (AS SAID DECLARATION AND MAP MAY HEREAFTER BE AMENDED OR SUPPLEMENTED) AND THE UTAH CONDOMINIUM OWNERSHIP ACT.

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