When Recorded Return To:

Wells Fargo Bank, National Association Minneapolis Loan Center 600 South 4th Street, 9th Floor Minneapolis, MN 55402 Attention: CRE Real Estate Records Management ENT 4603:2018 PG 1 of 8

Jeffery Smith

Utah County Recorder

2018 Jan 16 12:09 PM FEE 50.00 BY VP

RECORDED FOR Stewart Title Insurance Agency of Utah

ELECTRONICALLY RECORDED

# PARTIAL RELEASE BY BENEFICIARY OF DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

The undersigned, Wells Fargo Bank, National Association ("Beneficiary"), is the "Beneficiary" named in that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated February 12, 2015, and recorded on February 13, 2015, in the official records of Utah County, Utah as Instrument No. 11374:2015 (as amended, the "Deed of Trust"), which was executed by University Mall Shopping Center, L.C., a Utah limited liability company ("Trustor"), as Trustor, and given to secure certain obligations in favor of the undersigned, as beneficiary. The Deed of Trust encumbers, among other things, that certain real property more described on Exhibit A attached hereto.

Trustor has requested that Beneficiary release a portion of the property encumbered by the Deed of Trust (the "Released Property"), which Released Property is described in Exhibit B hereto, from the lien and operation of the Deed of Trust, and Beneficiary does hereby release and discharge from the lien and operation of the Deed of Trust the Released Property. Beneficiary does hereby acknowledge that it has no security interest whatsoever in the Released Property.

THE INDEBTEDNESS HAS NOT BEEN PAID IN FULL AND REMAINS OUTSTANDING NOTWITHSTANDING THIS PARTIAL RELEASE OF DEED OF TRUST.

[SIGNATURE PAGE FOLLOWS]

Dated this 25 day	Inlu	, 2017.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Name: Title:

STATE OF UTAH

COUNTY OF Salt Lake

y of <u>Vyly</u> 2017, by of WELLS FARGO BANK, NATIONAL

JESSICA PEREZ Notary Public – State of Utah Comm. No. 694873 My Commission Expires on May 24, 2021

NOTARY PUBLIC

#### EXHIBIT A

## LEGAL DESCRIPTION

That certain real property located in Utah County, Utah, and more particularly described as follows:

#### Parcel 1 (Serial No. 57:043:0001)

Lot 1, Plat "A", University Mail Subdivision, according to the official plat thereof, recorded March 1, 2001, as Entry No. 19427:2001 and Map Filing No. 8962, in the office of the Utah County Recorder.

Parcel 2 (Serial No. 57:043:0019)
Lot 19, Plat "A", University Mall Subdivision, according to the official plat thereof, recorded March 1, 2001, as Entry No. 18427:2001 and Map Filing No. 8962, in the office of the Utah County Recorder.

# Parcel 3 (Serial No. 57:043:0017)

Lot 17, Plat "A", University Mall Subdivision, according to the official plat thereof, recorded March 1, 2001. as Entry No. 19427:2001 and Map Filing No. 8982, in the office of the Utah County Recorder.

#### Parcel 4 (Serial No. 57:078:0015)

Lot 15A, University Mail Uplace Aston Court Subdivision, according to the official plat thereof, recorded September 15, 2014, as Entry No. 85749:2014 and Map Filling No. 14381, in the office of the Utah County

## Parcel 5 (Serial No. 18:058:0133)

Commercing at a point 538.9 feet North 88°58' West along one quarter Section line and 33 feet South from the East Quarter corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 88°58' West 94.91 feet; thence South 00°53' West 139.91 feet; thence South 86°68' East 97.01 feet; thence North 140.00 feet to the place of beginning Less and Excepting therefrom that portion conveyed to Orem City on that certain Quit Claim Deed recorded January 10, 2002, as Entry No. 3384:2002.

Parcel 6 (Serial No. 18:066:0020)

Commencing 355 feet North 88° 55' West along the quarter Section Line and 173 feet South 0° 03' West from the East quarter or Section 23, Township 6 South, Range 2 East of the Salt Lake Base and Maridian; thence South 00°03' West 86.73 feet; thence North 88°56' West 142 feet; thence North 00°03' East 86.73 feet; thence South 88° 56' East 142 feet to the place of beginning.

#### Parcel 7 (Serial No. 18:056:0099)

Beginning at a point 355 feet along the quarier section bearing North 88°55' West and 427.73 feet along the West side of 750 East Street, Orom, Ulah, bearing South 0°03' West from the East quarter corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 0°03' West 204.0 feet; thence North 86°55' West 142.0 feet; thence North 0°03' East 204.0 feet; thence South 88°55' East 142.0 feet to the point of beginning.

## Less and Excepting therefrom the following:

Commencing at a point located South 0°12'36" East along the Section Line 20.88 fact and West 631.95 feet from the East quarter corner of Section 23, Township 6 South, Rango 2 East, Salt Lake Base and Meridian; thence South 0°35'48" West 272.50 feet; thence South 89°31'34" East along a fence line 141.91 feet; thence South 00°22'37" East partially along a fence line 481.97 feet; thence North 89°23'45" West along a fence line 172.53 feet; thence North 00°06'48" East along a fence line 481.54 feet; thence North 00°35'46" East 272.28 feet, thence East 26.60 feet to the point of beginning.

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Parcel 8 (Serial No. 18:056:0029)
Beginning at a point in the East line of 750 East Street, Orom, Utah, said point being North 88° 65' West 306 feet along the Quarter Section line and South 0° 03' West 259.73 feet from the East Quarter Corner of Section 23, Township 6 South, Range 2 East of the Salt Lake Base and Meridian; thence South 88°55' East 136 feet; thence South 00°03' West 84 feet; thence North 86°55' West 136 feet; thence North 00°03' East 84 feet to the point of beginning.

Parcel 9 (Serial No. 18:058:0019)
Commencing 305 feet North 88°88' West along quarter Section line and South 427.73 feet from the East quarter corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 88°68' East 200.11 feet; thence South 00°11'32" East 84.01 feet; thence North 86°56' West 64.39 feet; thence South 5 feet; thence North 88°56" West 136 feet; thence North 00°03' 00" West 89 feet to beginning.

Parcel 10 (Serial No. 67:078:0017)

Lot 168, University Mall Uptace Aston Court Subdivision, according to the official plot thereof, recorded September 15, 2014, as Entry No. 65749.2014 and Map Filing No. 14361, in the office of the Ulah County Recorder.

Parcel 11 (Serial No. 18:057:0055)

Commencing 182 feet East and 1827.41 feet South 01°27' East from the Orem City Monument at the Center of Section 23, Township 6 South, Range 2 East, Selt Lake Base and Meridian; thence North 89°48' East 100 feet; thence South 01°27' East 100 feet; thence South 89°48' West 100 feet; thence North 01°27' West 100 feet to the point of beginning.

Percel 12 (Seriel N. 18:057:0056)

Commencing at a point which is East 282.00 feet and South 01°27' East 1827.41 feet from the Orem City Monument at the Center of Section 23, Township 6 South, Range 2 East, Sait Lake Base and Meridian; thence South 01°27' East 100 feet; thence North 89°48' East 25.00 feet; thence North 01°27' West 100.00 feet; thence South 89\*48' West 25.00 feet to the point of beginning.

Parcel 13 (Serial No. 18:057:0126)

Beginning at a point which is East 332 feet and South 01°27' East 1826,88 feet from the Orem City Monument at the Center of Section 23, Township 6 South, Range 2 East, Sall Lake Base and Meridian; thence South 01°27" East 100.00 feet; thence South 89°48' West 25.00 feet; thence North 01°27' West 100.00 feet; thence North 89°48' East 25.00 feet to the point of beginning.

Parcel 14 (Serial No. 18:057:0125)

Commencing 332 feet East and 1826.88 feet South 01\*27' East from the Orem City Monument at the Center of Section 23, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°48' East 100 feet; thence South 01°27' East 100 feet; thence South 89°48' West 100 feet; thence North 01°27' West 100 feet to the place of beginning.

Parcel 15 (Serial No. 57:043:0002)

Lot 2, Plat 'A", University Mail Subdivision, according to the official plat thereof, recorded Merch 1, 2001, as Entry No. 19427:2001 and Map Fling No. 8962, in the office of the Utah County Recorder.

Parcel 16 (Serial No. 45:025:0015)
Lot 6, Block 4, Plat \*A\*, La Mesa Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

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Parcel 17 (Serial No. 45:025:0016)
Lot 6, Block 4, Plat \*A", La Mesa Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Parcel 18 (Serial No. 45:025:0017)
Lot 7, Block 4, Plat "A", La Mesa Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Parcel 19 (Serial No. 45:025:0021)

Lot 11, Block 4, Plat "A". La Mesa Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Parcel 20 (Serial No. 45:025:0020)

Lot 10, Block 4, Plat "A", La Mesa Subdivision, according to the official plat thereof on ille and of record in the office of the Utah County Recorder.

<u>Parcel 21 (Serial No. 45.025:0019)</u>
Lot 9, Block 4, Plat "A", La Mesa Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Parcel 22 (Serial No. 18:057:0142)
The East 330 feet of the following described parcel: Commencing at a point 20 chains West and 510 feet North of the Southeast corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Maridian; thence West 664.00 feet; thence North 1°27' East 150.0 feet; thence East 660 feet; thence South 150 feet to the place of beginning.

Percel 23 (Serial No. 57;081;0009)]

Lot 8D, Plat "A", University Mall NM 12 Subdivision, according to the official plat thereof, recorded December 4, 2014, as Entry No. 87472:2014, as Map Filling No. 14440, in the office of the Utah County Recorder.

Parcel 24 (Serial No. 57:081:0008)

Lot 8C, Plat "A", University Mail NM 12 Subdivision, according to the official plat thereof, recorded December 4, 2014, as Entry No. 87472:2014, as Map Filing No. 14440, in the office of the Utah County Recorder.

Parcel 25 (Serial No. 57:043:0009)

Lot 9, Plat 'A", University Mail Subdivision, according to the official plat thereof, recorded March 1, 2001, as Entry No. 19427:2001 and Map Filing No. 8062, in the office of the Utah County Recorder.

#### Parcel 26

Together with a non-exclusive easement in, to and over the common areas as set forth in that certain Construction, Operation and Reciprocal Easement Agreement and the terms, conditions, limitation, and obligations imposed thereby, recorded November 3, 1971, as Entry No. 14867, in Book 1244, at Page 410, as amended in that First Amendment to Construction, Operation and Reciprocal Easement Agreement and the terms, conditions, limitations, and obligations imposed thereby, recorded April 10, 1972 of First No. 1982 in 1982 at 1982 1973, as Entry No. 5982, in Book 1322, at Page 666, and further amended in the Second Amendment to Construction, Operation and Reciprocal Easement Agreement and the terms, conditions, limitations, and obligations imposed thereby, recorded January 29, 1982, as Entry No. 3710, in Book 2881, at Page 815.

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# **EXHIBIT B**

# DESCRIPTION OF RELEASED PROPERTY

(i) All of the right, title, interest, benefits and remedies of University Mall Shopping Center, L.C., a Utah limited liability company ("University") in, to, and under that certain Participation Agreement dated April 14, 2015, by and between University and Redevelopment Agency of the City of Orem, Utah, a community development and renewal agency and political subdivision of the State of Utah, as such agreement may be amended, modified or supplemented from time to time (the "Participation Agreement"), and (ii) all of University's right, title, interest, and ownership of, in, and to (a) all payments of Available Tax Increment (as such term is defined in the Participation Agreement) pursuant to the Participation Agreement and (b) any other payments to University pursuant to the Participation Agreement, and all proceeds therefrom.

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# REQUEST FOR PARTIAL RECONVEYANCE

TO: Wells Fargo Bank Northwest, National Association 1512 Eureka Road, Suite 350 Roseville, CA 95661 Loan No. 1012464

The undersigned is the legal owner and holder of the indebtedness secured by that certain Deed of Trust, with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 12, 2015 and recorded on February 13, 2015, as Entry No. 11374:2015 in the official records of Utah County, Utah (as amended, the "Deed of Trust"), which was executed by University Mail Shopping Center, L.C., a Utah limited liability company, as trustor, given to secure obligations in favor of the undersigned, as beneficiary.

You are hereby requested and directed to reconvey, without warranty, to the person or persons legally entitled thereto, a portion of the trust property now held by you thereunder as described on  $Exhibit \Lambda$  attached hereto and incorporated herein by reference. Such property is to be fully released from the lien of the Deed of Trust.

Name:

Dated this 25 day of July 2017.

WELLS FARGO BANK, NATIONAL ASSOCIATION

4832-8252-9863

# **EXHIBIT A**

# DESCRIPTION OF TRUST PROPERTY TO BE RELEASED/RECONVEYED

(i) All of the right, title, interest, benefits and remedies of University Mall Shopping Center, L.C., a Utah limited liability company ("University") in, to, and under that certain Participation Agreement dated April 14, 2015, by and between University and Redevelopment Agency of the City of Orem, Utah, a community development and renewal agency and political subdivision of the State of Utah, as such agreement may be amended, modified or supplemented from time to time (the "Participation Agreement"), and (ii) all of University's right, title, interest, and ownership of, in, and to (a) all payments of Available Tax Increment (as such term is defined in the Participation Agreement) pursuant to the Participation Agreement and (b) any other payments to University pursuant to the Participation Agreement, and all proceeds therefrom.