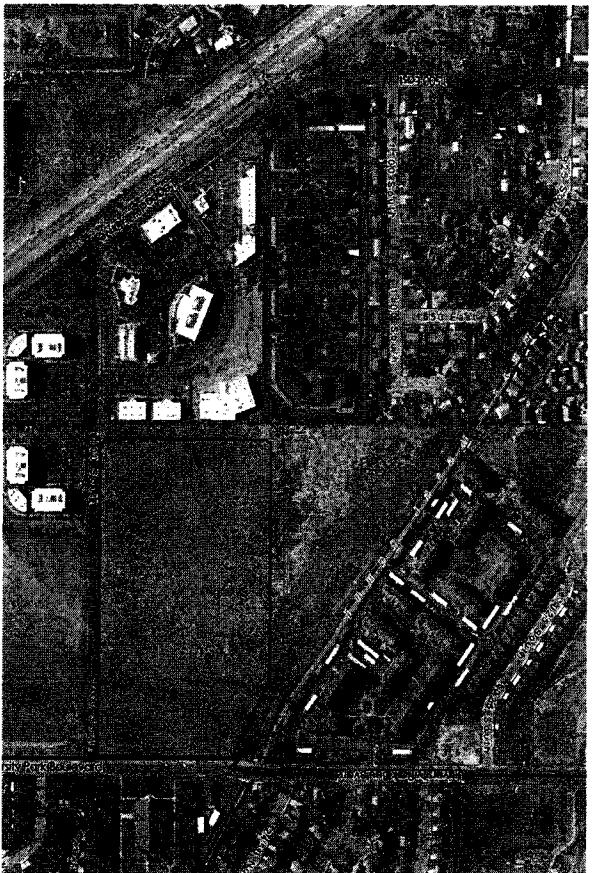


7 Legend Towers Commercial
1758 E. 1300 S.
Clearfield

Property Owner	Parcel ID	Acres	Vacant	Tenant
MILLCREEK PARTNERS LLC - ETAL	94410001	19.093	Vacant	



Abstract- Serial Number: 09-441-0001

Abstract

Serial Number: 09-441-0001
 Tax District: 13
 Exempt: No
 Tax Name & Address for Tax Year ADDYR: MILLCREEK PARTNERS LLC - ETAL
 1178 LEGACY CROSSING BLVD STE 100
 CENTERVILLE, UT 84014
 Situs Address: 1756 E 1400 SOUTH
 CLEARFIELD 84015
 Parcel Dates: 12/11/2019
 to
 Acres: 19.093

Dedication Plat

Plat: 6152

Parent / Child

Parent 09-341-0305 12/11/2019
 Parent 09-341-0306 12/11/2019

Legal Description

ALL OF LOT 1, LEGEND HILLS SUBDIVISION PHASE 3, LOT 302 AMENDED. CONT. 19.09300 ACRES.

Party	KOI	Entry Number	Book & Page	Inst. Date	Rec. Date & Time	Consideration	Vesting Doc.	See Also	XRefs (Book & Page)
STEWART TITLE INS AGENCY OF UT STEWART TITLE INS AGENCY OF UT Grantor: MILLCREEK PARTNERS LLC, Grantor: TETON INVESTMENT HOLDING LLC, Grantor: FAE HOLDINGS 399131R LLC Grantor: FAE HOLDINGS 399148R LLC Grantor: WELLS FARGO BANK NATIONAL ASSOCIATION Grantee: TO WHOM IT MAY CONCERN,	MODIFICATIO N AGREEMENT	3521467	8215-883	03/09/2023	03/17/2023 16:25	\$0.00		0	2354477, 3123305, 3320472
STEWART TITLE INS AGENCY OF UT STEWART TITLE INS AGENCY OF UT Grantor: MILLCREEK PARTNERS LLC, Grantor: TETON INVESTMENT HOLDINGS LLC, Grantor: BELLEAU, WAYNE A Grantee: TO WHOM IT MAY CONCERN,	R/W AND EASEMENT GRANT	3408195	7820-150 6	08/04/2021	08/11/2021 12:47	\$0.00		0	
DAVIS COUNTY ASSESSOR DAVIS COUNTY ASSESSOR Grantor: DAVIS COUNTY ASSESSOR, Grantee: FAE HOLDINGS 399148R,	WITHDRAWAL	3396687	7794-218 4	07/01/2021	07/02/2021 15:28	\$0.00		94410002	

3389197
BK 7775 PG 3621

E 3389197 B 7775 P 3621-3622
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/7/2021 4:43:00 PM
FEE \$40.00 Pgs: 2
DEP eCASH REC'D FOR STEWART TITLE INS AGE

Mail Tax Notice To:
Milcreek Partners, LLC
1178 W. Legacy Crossing Blvd,
Suite 100
Centerville, Utah 84014

Space above this line for Recorder's use

Tax ID No. 09-441-0001 and 09-441-0002

QUIT CLAIM DEED

Fae Holdings 399131R, LLC, GRANTOR(S)

hereby QUIT CLAIMS TO

Milcreek Partners, LLC, GRANTEE(S)

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Davis County, State of Utah, to-wit:

Lots 1 and 2, LEGEND HILLS SUBDIVISION, PHASE 3, LOT 302 AMENDED, according to the official plat thereof, on file and of record in the office of the Davis County Recorder, State of Utah.

WITNESS the hand of said Grantor(s) this 7th day of June, 2021.

Fae Holdings 399131R, LLC

By: Milcreek Partners, LLC
Its: Manager

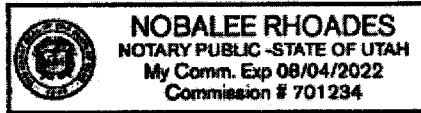
By: Teton Land Company, LLC.
Its: Manager


By: Spencer H. Wright
Its: Manager

State of Utah
County of Davis

On this 7th day of June, 2021, personally appeared before me, the undersigned Notary Public, personally appeared Spencer H. Wright, the manager of Teton Land Company, L.L.C. the manager of Millcreek Partners, L.L.C, the manager of Fae Holdings 399131R, LLC the signer(s) of the above Quit Claim Deed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

NOBALEE RHOADES
Notary Public
My commission expires: 8-4-22



E 3389196 B 7775 P 3619-3620
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/7/2021 4:43:00 PM
FEE \$40.00 Pgs: 2
DEP eCASH REC'D FOR STEWART TITLE INS AGE

3389196
BK 7775 PG 3619

1271647

Mail Tax Notice To:
Wayne A. Belleau
456 Hampton Court Lane
Fruit Heights, Utah 84037

Space above this line for Recorder's use

Tax ID No. 09-441-0001 and 09-441-0002

QUIT CLAIM DEED

Fae Holdings 399148R, LLC, GRANTOR(S)

hereby QUIT CLAIMS TO

Wayne A. Belleau, GRANTEE(S)

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Davis County, State of Utah, to-wit:

Lots 1 and 2, LEGEND HILLS SUBDIVISION, PHASE 3, LOT 302 AMENDED, according to the official plat thereof, on file and of record in the office of the Davis County Recorder, State of Utah.

WITNESS the hand of said Grantor(s) this 7 day of June, 2021.

Fae Holdings 399148R, LLC


By: Wayne A. Belleau
Its: Manager

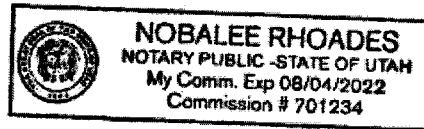
State of Utah
County of Davis

On this 7 day of June, 2021, personally appeared before me, the undersigned Notary Public, personally appeared Wayne A. Belleau, the manager of Fae Holdings 399148R, LLC the signer(s) of the above Quit Claim Deed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

NOBALEE RHOADES

Notary Public

My commission expires: 8-4-22



When Recorded Mail To:
Teton Investment Holding, LLC
1572 N Woodland Park Dr. #505
Layton, Utah 84041

2829836
BK 6129 PG 166

E 2829836 B 6129 P 166-167
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/22/2014 11:18:00 AM
FEE \$12.00 Pgs: 2
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR

Order No. 128844

Tax ID No. 09-341-0306

Space above this line for Recorder's use

Warranty Deed

Teton Investment Holding, LLC fka Teton Investment Holding, L.P. as to their entire 23% undivided Interest, GRANTOR(S)

hereby CONVEYS AND WARRANTS TO

Teton Investment Holding, LLC, GRANTEE(S)

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Davis County, State of Utah, to-wit:

See Attached Legal Description

SUBJECT TO taxes and assessments not delinquent, reservations, restrictions, easements and rights of way of record.

WITNESS the hand of said Grantor(s) this 22 day of October, 2014

Teton Investment Holding, LLC fka Teton Investment Holding, L.P.

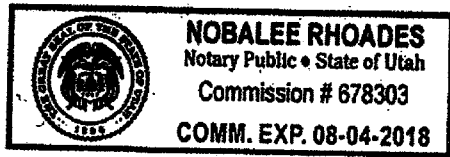
[Signature]
By: Gary M. Wright
Its: Operating Manager/Member

State of Utah }
 }ss.
County of Davis }

On the 22 day of October, 2014, personally appeared before me Gary M. Wright who being duly sworn, did say that (s)he is the Operating Manager/Member of Teton Investment Holding, LLC fka Teton Investment Holding, L.P, a limited liability company, and that said instrument was signed in behalf of said company by authority of its by-laws, and said person acknowledged to me that said company executed the same.

Witness my hand and official seal.

[Signature]
Notary Public



Bonneville Superior Title Company

Exhibit A
LEGAL DESCRIPTION

File Number: 128844

Beginning at the Southwest corner of Lot 302, Legend Hills Subdivision, Phase 3, Clearfield City, Davis County, Utah, which point is also South $0^{\circ}10'30''$ West 683.23 feet along the Section line and South $90^{\circ}00'00''$ West 1321.64 feet from the East Quarter corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence following the West line of said Lot 302, North $0^{\circ}06'50''$ East 676.95 feet and North $0^{\circ}06'22''$ East 834.45 feet to the North line of said Lot; thence along the North line the following 2 courses and distances: South $53^{\circ}11'33''$ East 430.95 feet and South $53^{\circ}45'03''$ East 378.21 feet; thence South $0^{\circ}00'00''$ West 1030.87 feet to a point on the South line of said Lot 302, which point is on the North Right-of-Way of 1400 South Street; thence along said Right-of-Way line North $89^{\circ}53'10''$ West 652.94 feet to the point of beginning.

(09-341-0306)



Bonneville Superior Title Company



Goto Page...

Recorder (../home) / Property Search

Property Search

Davis County Tax Information - Please Read

This website is not an official record or tax statement. The information on this page may not be sufficient for use on any legal documents.

Do not use this page unless you understand and agree to Terms of Use ([below](#)).

You may print this page, as long as you include this notice, and the Terms of Use with your print.

Print Property Tax Notice (<https://webportal.daviscountyutah.gov/App/PropertySearch/api/document/taxnotice/094410001/20>).

The Tax Notice is a pdf of the original Tax Notice, showing the original tax balance. You can view a 10-year history of taxes, payment dates, and current balances by [scrolling down on this page](#).

Tax Information

Property Information YOU MUST SELECT THE TAX YEAR BELOW FOR THE TAX NOTICE.

Year:

Parcel

Serial Number: 094410001

Tax District: 0013

Legal Description: ALL OF LOT 1, LEGEND HILLS SUBDIVISION PHASE 3, LOT 302 AMENDED. CONT. 19.09300 ACRES.

SITUS Address: 1756 E 1400 SOUTH CLEARFIELD

Building/Land Values

Acres: 19.09

Residence Year Built: 0

Residence Square Feet: 0

Tax Information

Delinquency Payoff Amount (for specific future Payoff Date):	<i>No delinquencies were found for this serial number at this time.</i>
DOES NOT INCLUDE CURRENT YEAR TAXES THAT ARE NOT DELINQUENT.	
2022 Tax Statement Recipient:	MILLCREEK PARTNERS LLC - ETAL 1178 LEGACY CROSSING BLVD STE 100 CENTERVILLE, UT 84014
2022 Total Market Value:	\$7,283,123.00

Recent Tax History

Important Clarifications

1. If the amounts for prior years show \$0.00 paid this may be an error. Please contact the Davis County Treasurer at (801) 451-3243 to verify unpaid amounts.
2. The amounts shown paid are taxes only, unless the taxes were paid late. If the taxes were paid late the amount includes taxes and penalty, but does not include interest, if interest was paid.
3. The statutory due date for property taxes in Utah is November 30. Taxes are paid with one single annual installment.
4. As a service, values from the Assessor roll may be listed prior to the distribution of Tax Notices. These values may be subject to future correction.
5. The taxes for the current year are not finalized until the tax rates are certified by the Utah State Tax Commission. The tax rates are certified and the taxes are final near September 20 of each year. There may be special assessments that show as a small balance before the tax rates are certified and the taxes are final, however, until near September 20 these amounts are for information only, not final taxes.
6. Electronic Payments **may take up to a week** before it shows on the County website as Paid due to time it actually takes for settlement of funds

Year	Taxes, Penalty, & Special Assessments	Adjustments	Paid (including interest)	Date Paid	Due
2022	\$83,304.18	(\$2,031.81)	\$81,272.37	03/02/2023	\$0.00
2021	\$78,750.81	\$0.00	\$78,750.81	12/08/2021	\$0.00
2020	\$79,412.20	\$0.00	\$79,412.20	12/03/2020	\$0.00

Terms of Use

Please Read - Do not use this page unless you understand and agree to all of the following:

This website is provided as part of an ongoing effort by Davis County to make government records available to the public. These records are entered as accurately and timely as possible, however, please remember:

- The contents of this website are provided for informational purposes only. The contents of this page should not be considered suitable for use on any legal documents, or for any legal purposes, or as an adequate source for any news reports.
- Neither Davis County, the Davis County Treasurer's Office, Davis County Information Systems, nor any other Davis County entity guarantees the accuracy of any information on this website. The information on the Davis County website is provided "AS IS", with no warranties whatsoever. Davis County disclaims any warranties for the information on this website, including, without limitation, reliability, timeliness, accuracy, or performance of this website.

E 2354477 B 4504 P 901-937
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
4/3/2008 3:00:00 PM
FEE \$83.00 Pgs: 37
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR TITLE CC

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National
Association
Real Estate Group (AU #07572)
1512 Eureka Road
Suite 350
Roseville, CA 95661

Attn: Lauri A. Parent
Loan No. 103525

128844 / 110223 09-341-0305, 09-341-0306

**THIS DEED OF TRUST SECURES A NOTE WHICH PROVIDES
FOR A VARIABLE INTEREST RATE**

**DEED OF TRUST
WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THE PARTIES TO THIS DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), made as of March 21, 2008, are FAE Holdings 399131R, LLC, a Utah limited liability company, FAE Holdings 399148R, LLC, a Utah limited liability company, Millcreek Partners LLC, a Utah limited liability company, Teton Investment Holding, L.P., a Utah limited partnership and Wayne A. Belleau (collectively, "Trustor"), Bonneville Superior Title Company, Inc. ("Trustee"), and Wells Fargo Bank, National Association ("Beneficiary").

ARTICLE 1. GRANT IN TRUST

- 1.1 **GRANT.** For the purposes of and upon the terms and conditions in this Deed of Trust, Trustor irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of that real property located in the State of Utah, described on **Exhibit A** attached hereto, together with all right, title, interest, and privileges of Trustor in and to all streets, ways, roads, and alleys used in connection with or pertaining to such real property, all development rights or credits, air rights, water, water rights and water stock related to the real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the

real property, and all appurtenances, easements, rights and rights of way appurtenant or related thereto; all buildings, other improvements and fixtures now or hereafter located on the real property, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or affixed to the real property (the "Improvements"); all interest or estate which Trustor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing; (all of the foregoing being collectively referred to as the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

- 1.2 **ADDRESS.** The address of the Subject Property (if known) is: 1400 South and University Park Blvd., Clearfield, UT 84015. However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Deed of Trust on the Subject Property as described on Exhibit A.

ARTICLE 2. OBLIGATIONS SECURED

- 2.1 **OBLIGATIONS SECURED.** Trustor makes this Deed of Trust for the purpose of securing the following obligations ("Secured Obligations"):
- (a) Payment to Beneficiary of all sums at any time owing under that certain Promissory Note ("Note") dated July 26, 2006, in the principal amount of Five Million and 00/100ths Dollars (\$5,000,000.00) executed by Wright Development Group, Inc., a Utah corporation ("Borrower"), and payable to the order of Beneficiary, as lender; and
 - (b) Payment and performance of all covenants and obligations of Trustor under this Deed of Trust; and
 - (c) Payment and performance of all covenants and obligations on the part of Borrower under that certain Loan Agreement ("Loan Agreement") dated July 26, 2006 by and between Borrower and Beneficiary, as lender; and
 - (d) Payment and performance of all covenants and obligations, if any, of any rider attached as an Exhibit to this Deed of Trust; and
 - (e) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when such future advance or obligation is

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank LDI
Attn: Wholesale Lending Operations
4101 Wiseman Blvd, Building 108 Floor 02
San Antonio, TX 78251-4200

Loan #: 103525

APN: 09-441-0001

110223/128844-AIM

**MEMORANDUM OF MODIFICATION AGREEMENT
AMENDING DEED OF TRUST
(Short Form – Clearfield)**

THIS MODIFICATION AGREEMENT AMENDING DEED OF TRUST ("Agreement") is executed to be effective as of March 10, 2023, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (collectively with its successors or assigns, "Lender"), and FAE HOLDINGS 399131R, LLC, a Utah limited liability company, FAE HOLDINGS 399148R, LLC, a Utah limited liability company, as to Parcel 1 (collectively, the "Released Trustor") and MILLCREEK PARTNERS, LLC, a Utah limited liability company, TETON INVESTMENT HOLDING, LLC, a Utah limited liability company, as successor by conversion to Teton Investment Holding, L.P., a Utah limited partnership, and WAYNE A. BELLEAU, an individual, as to Parcel 2 (collectively, "Remaining Trustor", and together with the Released Trustor, the "Original Trustor"). Lender is the beneficiary hereunder for indexing purposes by the clerk of court. This is not a novation.

RECITALS

- A. Pursuant to the terms of a building loan agreement between Wright Development Group, Inc., a Utah corporation ("Borrower"), and Lender dated July 26, 2006 (as amended, "Loan Agreement"), Lender made a loan to Borrower in the original principal amount of Five Million and 00/100ths Dollars (\$5,000,000.00) ("Original Loan"). The Original Loan was evidenced by a promissory note secured by deed of trust dated as of the date of the Loan Agreement, executed by Borrower in favor of Lender, in the principal amount of the loan. Lender subsequently made an additional advance to Borrower on the Original Loan in the amount of One Million and 00/100ths Dollars (\$1,000,000.00) ("First Additional Advance"). The Original Loan and the First Additional Advance were consolidated to constitute a single indebtedness of Borrower to Lender ("First Aggregate Loan"). Lender subsequently made another additional advance to Borrower on the First Aggregate Loan in the amount of Five Hundred Thousand and 00/100ths Dollars (\$500,000.00) (the "Second Additional Advance"). The First Aggregate Loan and the Second Additional Advance were consolidated to constitute a single indebtedness of Borrower to Lender (the "Aggregate Loan"). The Aggregate Loan (referred to hereinafter as the "Loan") is evidenced by an Eleventh Amended and Restated Promissory Note Secured by Deed of Trust, dated as of even date herewith, in the principal amount of Five Million and 00/100ths Dollars (\$5,000,000.00) (as amended from time to time, the "Note"). Capitalized terms used in this Agreement shall have the meanings attributed to such terms in the Loan Agreement.
- B. The Note is secured by, among other things, a deed of trust dated March 21, 2008, executed by Original Trustor, collectively as trustor, to Bonneville Superior Title Company, Inc., as trustee, for the benefit of Lender, as beneficiary, which was recorded on April 3, 2008, and recorded on April 3, 2008 as Entry No. 2354477, in Book 4504, beginning on Pages 901, in the Official Records of

Davis County, as amended by (i) that certain Memorandum of Modification Agreement Amending Deed of Trust dated as of October 15, 2018 and recorded on October 17, 2018, as Entry No. 3123305 in Book 7122, beginning on Page 909 in the Official Records of Davis County, and (ii) that certain Memorandum of Modification Agreement Amending Deed of Trust dated as of November 24, 2020 and recorded on November 4, 2020, as Entry No. 3320472, in Book 7646, beginning on Page 7646 in the Official Records of Davis County, Utah (as the same may be amended, modified, supplemented or replaced from time to time, the "Security Instrument") encumbering real property described more particularly in Exhibit A herein. The real property which is the subject of the Security Instrument is hereinafter sometimes referred to as the "Property".

- C. On or about June 7, 2021, Released Trustor entered in to (i) that certain Quit Claim Deed between FAE HOLDINGS 399131R, LLC, a Utah limited liability company, as grantor and Millcreek Partners, LLC, a Utah limited liability company dated June 7, 2021 and recorded in the official records of Davis County, Utah as Entry No. 3389197 in Book 7775, beginning on Page 3621; and (ii) that certain Quit Claim Deed between FAE HOLDINGS 399148R, LLC, a Utah limited liability company, as grantor and WAYNE A. BELLEAU, an individual dated June 7, 2021 and recorded in the official records of Davis County, Utah as Entry No. 33890196 in Book 7775, beginning on Page 3619, transferring their ownership in the Property described in the Security Instrument to MILLCREEK PARTNERS, LLC, a Utah limited liability company and WAYNE A. BELLEAU, an individual, respectively.
- D. Borrower and Lender have entered into that certain Eleventh Modification Agreement dated of approximately even date herewith ("Modification Agreement"), wherein provision is made for, among other things, the (i) extension of the Maturity Date of the Loan to July 31, 2023, (ii) release of Released Trustor as a Non-Borrower Trustor under the Security Instrument and the Loan Documents and (iii) to make certain other changes to the Loan Documents on the terms and conditions set forth in the Modification Agreement.
- E. All exhibits, schedules or other items attached hereto are incorporated herein by such attachment for all purposes.

NOW, THEREFORE, Remaining Trustor, Released Trustor and Lender agree as follows:

1. **NOTICE OF AMENDMENT.** The Security Instrument and the other Loan Documents have been supplemented and modified to incorporate the following, which shall supersede and prevail over any conflicting provisions of the Loan Documents:
- (a) Notice is hereby given that the Loan Agreement, Note, Security Instrument and other Loan Documents have been amended and modified pursuant to the Modification.
- (b) The Security Instrument is hereby modified and amended to the extent necessary to reflect that the Loan and the Loan Documents, pursuant to the Modification, have been modified and amended to extend the Maturity Date of the Loan to July 31, 2023.
- (c) The Security Instrument is amended to be consistent with the Recitals hereto. The Security Instrument is hereby modified, to the extent necessary, to be consistent with the Modification Agreement, including, without limitation, the release of the Released Trustor from its obligations, covenants and liability as a Trustor arising under the Loan Agreement, Security Instrument, Note, and other Loan Documents. All references in the Security Instrument to the "Trustor" or "Trustor" shall now refer solely to Remaining Trustor. All references in the Security Instrument to any of the Loan Documents shall mean such Loan Documents as modified in connection with the Modification Agreement.
2. **NOT A NOVATION.** The parties each agree and acknowledge that the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a