

When recorded return to:  
Bank One, Utah, NA  
Business Banking Center  
2200 South State Street,  
2nd Floor  
Salt Lake City, Utah 84115  
Attn: Ned Combs

**CONSENT AGREEMENT OF LESSOR  
UNDER GROUND LEASE AGREEMENT**

THIS CONSENT AGREEMENT OF LESSOR UNDER GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of the 14 day of July, 1999, by and between BANK ONE, UTAH, NATIONAL ASSOCIATION, through its Business Banking Center, at 2200 South State Street, Second Floor, Salt Lake City, Utah 84115 ("Lender"), and CENTRAL VALLEY WATER RECLAMATION FACILITY BOARD, a regional governmental entity, at 800 West Central Valley Road, Salt Lake City, Utah 84119-3379, created and acting pursuant to Title 11, Chapter 13 of the Utah Code ("Lessor").

**RECITALS:**

A. Lessor has entered into that certain Amended Ground Lease Agreement (the "Lease"), originally dated October 16, 1991 and amended on October 2, 1992, March 24, 1993, October 12, 1995 and December 9, 1997, with D D & B, LIMITED COMPANY, a Utah limited liability company, as Lessee (the "Lessee"), covering property more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"). The Lease has not been recorded.

B. Pursuant to a Loan Agreement and other Loan Documents (the "Loan Agreement"), Lender has agreed to make a loan to the Lessee (the "Loan") to be secured, in part, by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing) (the "Deed of Trust") on the Lessee's leasehold estate obtained in the Property from the Lease.

C. The Lease permits the Lessee to use the Property for its golf range and practice facility and improvements relating to the proposed useage. Lessor acknowledges that the Lessee has obtained permission from the Lessor to further amend the Lease for the use of the Property to include installation of a miniature golf course to be constructed with the proceeds of the Loan.

D. In order to obtain the Loan, the Lessee must grant the Lender a security interest and the rights under the Deed of Trust for their leasehold estate obtained under the Lease and all rights and interest provided by this Agreement.

E. Lender has requested that the Lessor grant consent for the Lender to obtain the liens and encumbrances granted to Lender by the Lessee under the Deed of Trust and other Loan Documents and to obtain other agreements and rights from the Lessor as provided herein.

F. The additional improvements to be constructed on the Property by the Borrower will further improve the Property and provide benefit to the Lessor. Lessor is willing to consent to the liens, encumbrances, security interest and other rights and interests granted by the Lessee to the Lender as provided in the Deed of Trust and as provided by this Agreement.

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**AGREEMENT:**

NOW, THEREFORE, in reliance on the above Recitals for and in consideration of the premises and covenants as set forth herein and other good and valuable consideration, Lender and Lessor agree as follows:

1. Consent of Lessor. The Lessor hereby acknowledges the liens, encumbrances and security interest granted to Lender by Lessee pursuant to the Deed of Trust and other documents for the Loan for the purpose of securing the obligations owing by Lessee to Lender. Lessor accepts, acknowledges and consents to the rights, titles and interests in the Lessee's leasehold interest in the Property which arise from the Lease and as granted to the Lender by the Deed of Trust. Lessor consents to the recording of the Deed of Trust in the office of the County Recorder of Salt Lake County, Utah. Lessor acknowledges that by such consent, no event of default has occurred under the Lease and that the Lease is in full force and effect subject to all performances and requirements therein.

2. Lender's Right to Cure Lessee's Default Under Lease. Lessor agrees and acknowledges to provide to Lender all notices of default or any other notice provided to Lessee under the Lease. Lessor agrees that Lessee shall not be in default under the Lease unless written notice specifying such default is given to Lender and Lender shall have the right, but not the duty, to cure such default on behalf of Lessee as provided in the Lease, but not less than thirty (30) days after receipt by Lender of such notice. Lessor further agrees not to invoke any of its remedies under the Lease until said 30 days have elapsed or during any such period the Lender has proceeded to cure such default with due diligence or is diligently taking steps to obtain the right to enter the Property and cure the default.

3. Modification of Lease. So long as the Loan shall remain outstanding and due and owing to Lender, Lessor agrees not to amend or modify the Lease without the prior written consent of Lender which consent shall not be unreasonably withheld.

4. Lessor to Attorn to Lender. If Lender shall become the owner of the Property or the Property shall be sold by reason of foreclosure or other proceeding brought to enforce the Deed of Trust or the Property shall be transferred by deed-in-lieu of foreclosure or any proceedings are brought for foreclosure of the Deed of Trust, the Lease shall continue in full force and effect as a direct Lease between the then owner of the Property and Lessor, and Lessor attorns to Lender, or any other such owner of the Lessee's leasehold interest as its lessee, said attornment to be effective and self-operative without the execution of any further instruments; provided, however, that without the execution of any further instruments, Lender or such other owner shall not be (a) liable for any act or omission of any prior lessee, or (b) subject to any offsets or defenses which Lessor might have against any such prior lessee, or (c) bound by any prepayment of rent or additional rent which lessee might have paid, except as otherwise expressly required by the terms of the Lease, or (d) bound by any amendment or modification of the Lease or by waiver or forbearance on the part of any such prior lessor made or given without the written consent of Lender or any subsequent holder of the Deed of Trust. If Lender obtains title to and rights of the Lease as Lessee as herein provided and Lender thereafter assigns or sells its interest in the Lease and leasehold interests then Lender may make such sale and assignment as it deems reasonable to parties acceptable to Lessor in its reasonable judgment. Upon such

assignment, Lender shall have no further liability or obligation pursuant to the Lease. The rights obtained by Lender under this Agreement and specifically in this paragraph shall include all Lessee's rights of payment and performances under insurance policies, condemnation proceeds with respect to the Lessee for the Property, and all other interest payable with respect to the Lease and Lessee's rights thereunder.

5. Assignability; Duration. Lender shall have the right to assign its rights under this Agreement to any holder of the Loan Agreement or to any person who, through foreclosure or otherwise, acquires an interest in the real property as a result of the occurrence of an Event of Default. This Agreement shall remain in full force and effect, and the interests of the Lender in the Lease shall continue to exist, so long as the Loan is outstanding.

6. New Lease with Lessor. Upon termination of the Lease Agreement by action or operation of law, including under the United States Bankruptcy Code, and upon exercise of the rights and obligations herein provided at the election of the Lender, the Lessor shall enter into a lease with Lender or its successors or assigns for the Property for the remaining term of the Lease.

7. No Merger of Interests. The interests of the Lender in the Lease and the Property shall expressly not merge upon the foreclosure of the Deed of Trust or any other realization obtained by Lender pursuant to any other lien or security interests for the Property and the Loan. The rights of the Lender in the Property under the Lease and the Deed of Trust shall be and remain at all times separate and distinct notwithstanding any unity or commonality of interests of the Lender in the leasehold title to the Property and the Lease and Deed of Trust and title ownership obtained by Lender shall be and remain at all times valid and continuous liens on the Property subject only to written and recorded releases thereof as they Lender in its sole discretion may thereafter execute.

8. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request or demand from one party to another, the consent, approval, notice request or demand must be in writing to be effective and shall be deemed to have been given and received on the earlier of the date (1) when actually delivered to the address of the party to be notified if delivered by messenger or courier, or (2) if mailed, on the earlier of the date actually delivered to the address of the party to be notified or (whether ever so delivered or not) on the third business day after it is enclosed in an envelope, properly stamped, sealed and deposited in the United States mail, certified, return receipt requested. For purposes hereof, the address of Lender and Lessor are as set forth on page one of this Agreement (or is at such other address as may have been designated by written notice given in accordance herewith).

9. Binding Effect. This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto.

10. Entire Agreement. This Agreement constitutes the entire Agreement among the parties hereto with respect to the subject matter of this Agreement and no modification or waiver shall be effective unless in writing and signed by the parties to be charged and may not be contradicted by any evidence of any alleged oral agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered shall be an original but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, Lender and Lessor have caused this Agreement to be signed by authority duly given as of date first above written.

**LENDER:**

BANK ONE, UTAH,  
NATIONAL ASSOCIATION

By: Ned B. Combs  
Title: Vice President

**LESSOR:**

CENTRAL VALLEY WATER  
RECLAMATION FACILITY BOARD

By: Reel Fisher  
Title: General Manager

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

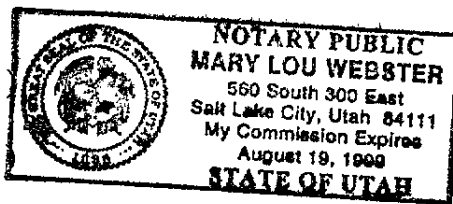
The foregoing CONSENT AGREEMENT OF LESSOR UNDER GROUND LEASE AGREEMENT was acknowledged before me this 14<sup>th</sup> day of July, 1999, by Ned B. Combs, the Vice Pres. of BANK ONE, UTAH, NATIONAL ASSOCIATION, who executed the foregoing instrument.

My Commission expires:

8-19-99

Mary Lou Webster  
NOTARY PUBLIC  
Residing at: Ok County, UT

STATE OF UTAH  
COUNTY OF SALT LAKE

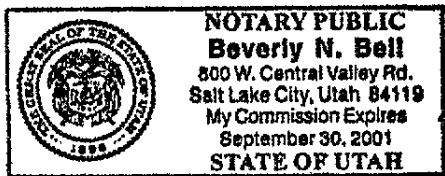


The foregoing CONSENT AGREEMENT OF LESSOR UNDER GROUND LEASE AGREEMENT was acknowledged before me this 13<sup>th</sup> day of July, 1999, by Reel Fisher the General Manager of CENTRAL VALLEY WATER RECLAMATION FACILITY BOARD, who executed the foregoing instrument.

My Commission expires:

09/30/2001

Beverly N. Bell  
NOTARY PUBLIC  
Residing at: Salt, UT



## EXHIBIT A

{Description of Real Property}

That certain real property situated in Salt Lake County, Utah and more particularly described as follows:

COMMENCING at a Salt Lake County Monument at the intersection of 3300 South and 700 West; thence North 87°21'07" East along a monument line for 435.76 feet to a point from which a monument lying North 87°21'07" East 1,152.14 feet at the intersection of 3300 South and 500 West; thence perpendicular to said monument line North 02°38'53" West for 139.32 feet to the point of beginning, said point of beginning being South 1,423.14 feet and East 5,478.63 feet from a found monument marking the East quarter corner of Section 27, Township 1 South, Range 1 West; thence with a non-tangent curve to the right having a radius of 580.00 feet, a central angle of 49°44'36" (chord bearing and distance of North 68°51'46" West 487.88 feet) and for an arc distance of 503.55 feet; thence North 06°23'53" West 280.87 feet; thence North 01°49'23" East 115.94 feet; thence North 01°49'57" East 99.98 feet; thence North 28°53'04" East 94.10 feet; thence North 44°42'58" East 100.32 feet; thence North 47°09'54" East 111.78 feet; thence North 50°51'00" East 103.68 feet; thence North 49°27'58" East 65.10 feet; thence North 00°06'10" West 102.20 feet; thence North 89°53'50" East 203.63 feet; thence North 00°05'58" West 22.50 feet; thence North 89°53'50" East 464.59 feet; thence South 00°07'54" East 236.07 feet; thence South 33°01'17" East 254.35 feet; thence South 49°20'23" East 77.66 feet; thence South 30°20'41" East 160.35 feet; thence South 00°02'40" West 127.74 feet, thence South 89°50'15" East 279.89 feet; thence South 00°09'45" West 317.16 feet; thence South 89°57'20" East 50.39 feet to a point on the West right of way of 500 West; thence South 00°09'45" West along said right of way 68.45 feet; thence South 84°57'08" West 194.61 feet; thence North 86°47'43" West 197.48 feet; thence South 88°18'20" West 75.08 feet; thence North 87°52'27" West 324.29 feet; thence North 83°34'06" West 205.69 feet; thence South 86°15'56" West 130.32 feet to the point of BEGINNING.

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07/15/1999 04:17 PM  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
BY: ZJN, DEPUTY - WI 3 P.