

Springville, UT
977 W 400 S
L/C: 043-0331
File # 06044

ENT 76074:2022 PG 1 of 7
Andrea Allen
Utah County Recorder
2022 Jun 30 01:41 PM FEE 40.00 BY CS
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

Prepared by: Jennifer Cohn
After recording, return to: Jeanine Jenig
McDONALD'S CORPORATION
110 N Carpenter St
Chicago IL 60607-2101

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("**Agreement**") is dated JUNE 29, 2022 between **GOLDENWEST FEDERAL CREDIT UNION** ("**Lender**"), whose address is 5025 South Adams Ave., Ogden UT 84403, and **McDONALD'S USA, LLC**, a Delaware limited liability company ("**Tenant**"), having its offices at 110 N. Carpenter Street, Chicago, IL 60607-2101, Attention: Director, U.S. Legal, L/C: 043-0331.

PRELIMINARY STATEMENTS

A. Tenant has executed a Ground Lease dated December 3, 2021, as such may from time to time be amended (the "**Lease**"), with **TERRA SPRINGS, LLC**, a Utah limited liability company ("**Landlord**"), for the premises described in Exhibit A attached hereto (the "**Premises**").

B. Lender is the holder of indebtedness secured by a lien or liens upon the Premises or a portion of the Premises as set forth in the instruments entitled "Construction Deed of Trust" dated November 8, 2017 and recorded November 9, 2017 with the Utah County Recorder as Entry Number 111660:2017 and "Modification of Deed of Trust" dated January 23, 2019 and recorded January 31, 2019 with the Utah County Recorder as Entry No. 8722:2019. The instruments creating such lien or liens, whether they be denominated as being a "mortgage," "deed of trust," "deed to secure debt," "security agreement," "vendor's lien," or otherwise, are hereinafter individually and collectively referred to as the "**Mortgage**".

C. Tenant and Lender desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Agreement.

TERMS OF THE AGREEMENT

In consideration of the mutual covenants of the parties and other good and valuable consideration, Lender and Tenant agree as follows:

1. Provided the Lease is in full force and effect and Tenant is not in default under the Lease (beyond any period given Tenant to cure the defaults), then:

(a) Notwithstanding any contrary terms in the Mortgage or the note which the Mortgage secures, Tenant's right of possession to the Premises and Tenant's other rights arising out of the Lease will not be affected or disturbed by Lender in the exercise of any of Lender's rights under the Mortgage or the note which the Mortgage secures or otherwise. Further, Tenant will not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of Tenant's rights under the Lease.

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

(b) In the event Lender or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease will not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. Lender covenants that any sale by Lender of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, and any sale or transfer of the Mortgage or the note which the Mortgage secures, will be made subject to the Lease and the rights of Tenant under the Lease, and Tenant covenants and agrees to attorn to Lender, or such person, as its new landlord, and the Lease will continue in full force and effect as a direct lease between Tenant and Lender, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event will Lender or such person be:

(i) liable for any act or omission of Landlord arising prior to the date Lender or such other person succeeds to the interest of Landlord, except to the extent such act or omission is of a continuing nature, such as, for example, a repair obligation; or

(ii) bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance unless such pre-paid or additional rent was paid pursuant to the terms of the Lease.

2. All notices under this Agreement will be in writing and sent by United States certified mail return receipt requested or nationally recognized overnight courier. If intended for Lender, the notice will be sent to the address set forth above, and if intended for Tenant, the notice will be sent to the address set forth above. Any party may lodge a change of address by sending notice of such change to the other party in the manner provided under this Section. Each notice will be deemed to have been given at the time it is deposited in the United States mail or with the overnight courier.

3. Subject to the terms of Article 1, the Lease is subject and subordinate to the lien of the Mortgage and to all advances made or to be made and to any renewals or extensions; provided, however, that all renewals and extensions are subject to the terms of this Agreement.

4. The above provisions will be self-operative and effective without the execution of any further instruments on the part of either party. However, Tenant agrees to execute and deliver to Lender or to any person to whom Tenant agrees to attorn such other instruments as either will reasonably request in order to comply with these provisions.

5. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

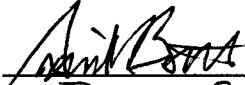
6. This Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

LENDER:

GOLDENWEST FEDERAL CREDIT UNION

By: 
Name: DAVID Y. BECKETT
Its: VP COMMERCIAL LENDING

TENANT:

McDONALD'S USA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: Senior Counsel

ACKNOWLEDGMENT - McDONALD'S

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the county and state aforesaid, CERTIFY that _____, as Senior Counsel of McDONALD'S USA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2022.

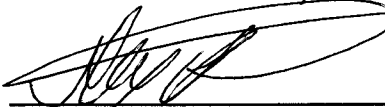
Notary Public My commission expires _____.

ACKNOWLEDGMENT - LENDER

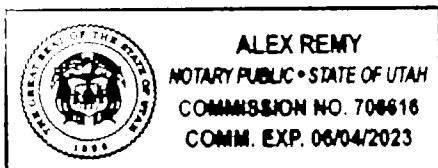
STATE OF UTAH)
) SS
COUNTY OF WEBER)

I, ALEX REMY, a Notary Public in and for the county and state aforesaid, CERTIFY that DAVID BECKETT, as VP COMMERCIAL LENDING of GOLDENWEST FEDERAL CREDIT UNION, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29 day of JUNE, 2022.



Notary Public My commission expires 06/04/2023.



To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

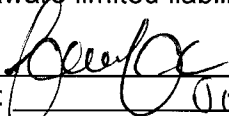
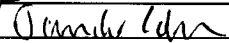
LENDER:

GOLDENWEST FEDERAL CREDIT UNION

By: _____
Name: _____
Its: _____

TENANT:

McDONALD'S USA, LLC,
a Delaware limited liability company

By:  _____
Name:  _____
Its: Senior Counsel

ACKNOWLEDGMENT - McDONALD'S

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PATRICIA HENSLER, a Notary Public in and for the county and state aforesaid, CERTIFY that Jennifer Lahn, as Senior Counsel of McDONALD'S USA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7 day of June, 2022.

[Signature]

Notary Public

My commission expires 7-28-2024.



ACKNOWLEDGMENT - LENDER

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, CERTIFY that _____, as _____ of GOLDENWEST FEDERAL CREDIT UNION, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

My commission expires _____.

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

A portion of LOT 5, SPRINGVILLE MARKETPLACE, A COMMERCIAL SUBDIVISION, according to the official plat thereof on file and of record in the office of the Utah County Recorder, recorded May 26, 2016 as Entry No. 47132:2016, located in the SW 1/4 of Section 32, Township 7 South, Range 3 East, Salt Lake Base & Meridian, Springville City, Utah County, Utah, more particularly described as follows:

BEGINNING at a point located on the southerly line of said LOT 5, SPRINGVILLE MARKETPLACE, A COMMERCIAL SUBDIVISION, said point also located along the Section line 2165.99 feet North 88°34'56" East and 364.97 feet North 01°25'04" West from the Northeast Corner of Section 6, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of bearing being South 89°11'49" West 2655.76 feet from the Northeast Corner to the North Quarter corner of said Section 6), and running thence along said Lot 5 North 68°16'42" West 88.12 feet; thence North 00°01'29" West 56.73 feet; thence South 89°58'31" West 20.00 feet; thence North 00°01'29" West 193.44 feet to the southerly Right of Way line of 400 South Street; thence along said Right of Way line South 87°49'34" East 193.18 feet to a point on a 15.00 foot radius non-tangent curve to the right; thence southeasterly 23.09 along the arc of said curve through a central angle of 88°12'50" (chord bears South 43°44'27" East 20.88 feet) to the westerly Right of Way line of 950 West Street; thence along said westerly Right of Way line South 00°24'40" West 260.38 feet to the Southeast corner of said LOT 5; thence along the southerly line of said LOT 5 North 89°59'43" West 103.63 feet to the POINT OF BEGINNING.

Contains 54,426.07 square feet or 1.249 acres, more or less.

Part of Parcel No. 66-527-0005.