

After recording return to:
AT&T Wireless Services of Utah
5 Triad Center Suite 400 ATT: Site Acquisition Manager
55 North 300 West
Salt Lake City, UT 84180

6663449
06/06/97 2:53 PM 17.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AT & T WIRELESS SERVICES
55 N 300 W 5 TRIAD CTR #400
SLC UT 84180
REC BY: V ASHBY DEPUTY - WI

6663449

NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is entered into by and between ^{U.S. Bank} West One Bank (hereinafter "Lender"), First Congregational Church of Salt Lake City (hereinafter "Landlord") and AT&T Wireless Services of Utah, Inc., a Nevada Corporation (hereinafter "Tenant").

WITNESSETH

WHEREAS, Tenant has entered into that certain lease agreement dated May 12, 1997 with Landlord concerning the property (the "Property") described on Exhibit "A" attached hereto (the "Lease"); and

WHEREAS, Lender is the owner and holder of a mortgage encumbering certain property including the Premises described on Exhibit "B".

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lender hereby acknowledges having read a copy of the Lease, including the provisions regarding leasehold mortgages and Landlord's waiver of lien, and hereby approves of same.
2. If Lender shall succeed to the interest of Landlord under the Lease, where such succession comes about as a consequence of foreclosure, assignment or otherwise, Lender will recognize the existence of the Lease, the Lease will remain in full force and effect according to its terms as if Lender were named as landlord therein, and Lender will not disturb Tenant's possession of the Property or other rights under the Lease and will not join Tenant in any foreclosure or other proceeding as long as Tenant is not in default of its obligations under the Lease beyond any applicable grace or curative period. Upon notice to Tenant of Lender's succession to the interest of Landlord as aforesaid, Tenant agrees that it will pay rent to Lender and will recognize Lender as Landlord so long as Lender is not in default under this Agreement.
3. Landlord joins in this Agreement for the purpose of signifying its consent to and approval of same.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.
5. It is understood and agreed by the parties that Lender will not be liable for any default by Landlord occurring prior to the time that Lender takes over as Landlord.
6. The parties hereto agree that this Agreement shall be recorded in the Public Records and Lender agrees to execute, from time to time, any documentation confirmatory of the foregoing which may reasonably be requested by Tenant, its successors or assigns.

Dated this 12 day of May 1997.

LENDER: ^{U.S. Bank} West One Bank, Utah

By 

Title: Assistant Vice President

LANDLORD: First Congregational Church of Salt Lake City

By 
Title: Moderator

BR 7684 FC 2469

EXHIBIT A

To the Site Lease Agreement dated 5/12/97, between First Congregational Church of Salt Lake City, Landlord, and AT&T Wireless Services of Utah, Inc. as Tenant

Legal Description

The property is legally described as follows:

5. The land referred to in this Commitment is situated in the State of Utah, County of Salt Lake and is described as follows:

PARCEL 1:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF FOOTHILL DRIVE AND THE WEST LINE OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 0 DEGREES 01 MINUTES WEST 48.90 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE WESTERLY LINE OF FOOTHILL DRIVE SOUTH 26 DEGREES 55 MINUTES 54 SECONDS EAST 592.0 FEET; THENCE SOUTH 63 DEGREES 04 MINUTES 06 SECONDS WEST 152.13 FEET, THENCE SOUTH 0 DEGREES 01 MINUTES WEST 123.40 FEET; THENCE SOUTH 63 DEGREES 04 MINUTES 06 SECONDS WEST 148.84 FEET TO THE WEST LINE OF SAID SECTION 23, THENCE NORTH 0 DEGREES 01 MINUTES EAST 769.56 FEET ALONG THE SAID SECTION LINE TO THE PLACE OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT ON THE WESTERLY LINE OF FOOTHILL DRIVE 43.90 FEET SOUTH 0 DEGREES 01 MINUTES WEST AND 702.0 FEET SOUTH 26 DEGREES 55 MINUTES 54 SECONDS EAST FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE WESTERLY LINE OF FOOTHILL DRIVE, NORTH 26 DEGREES 55 MINUTES 54 SECONDS WEST 110.0 FEET TO THE SOUTHEAST CORNER OF THE FIRST CONGREGATIONAL CHURCH PROPERTY; THENCE ALONG THE SOUTHERLY LINE OF SAID PROPERTY, SOUTH 63 DEGREES 04 MINUTES 06 SECONDS WEST 152.13 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES WEST 123.40 FEET; THENCE NORTH 63 DEGREES 04 MINUTES 06 SECONDS EAST 208.05 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

To the Site Lease Agreement dated 5/12/97 between First Congregational Church of Salt Lake City, as Landlord, and AT&T Wireless Services of Utah, Inc., as Tenant

APR 1997
CA 18328222

BK 7684 PG 2472

INDEX TO DRAWINGS

- A-1 GENERAL INFORMATION AND SITE PLAN
- A-2 CABLE ROUTING PLAN
- A-3 EXTERIOR ELEVATIONS
- A-4 DETAILS AND GRADING PLAN
- E-1 GRADING DETAILS

PROJECT IDENTIFICATION

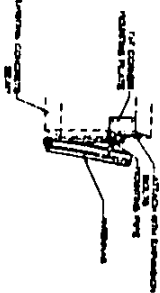
AT&T
Utah Services
Cable Division
1000 East 1000 South
Salt Lake City, UT 84143



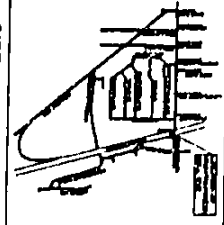
GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE CITY ORDINANCES AND THE INTERNATIONAL BUILDING CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE CITY AND THE UTILITY COMPANIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS AND WALKWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FENCES AND BARRIERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SIGNAGE AND MARKINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS AND WALKWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FENCES AND BARRIERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SIGNAGE AND MARKINGS.

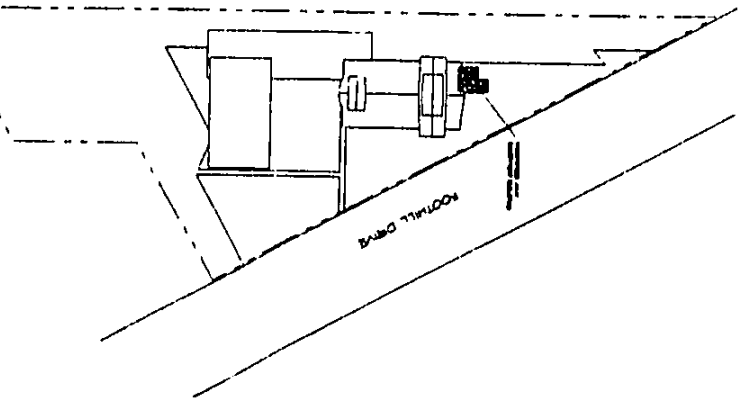
ANTENNA MOUNT DETAIL 03



SITE VICINITY MAP 01



OVERALL SITE PLAN 04



SITE PLAN - CELL SITE 02

