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24 JUNE 88 11:57 AM

KATIE L. DIXON

RECORDER, SALT LAKE COUNTY, UTAH

KIMBALL PARR CROCKETT & WADDOUPS
REC BY: REBECCA GRAY, DEPUTY

WHEN RECORDED RETURN TO:
KIMBALL, PARR, CROCKETT & WADDOUPS
185 South State, Suite 1300
Salt Lake City, Utah 84111
Attn: Roger D. Henriksen, Esq.

4641419

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT,
AND GRANT OF EASEMENT

THIS AGREEMENT, dated the 29th day of April, 1988, between HEARTLAND WEST VALLEY COMMERCIAL LIMITED PARTNERS, a Minnesota limited Partnership (hereinafter called "Landlord"), SNI 606 LIMITED, a Utah limited partnership (hereinafter called "Mortgagee"), and KENT D. DICKERSON & SONS, INC., a Utah corporation, with an office at 2200 East Camelback Road, Suite 200, Phoenix, Arizona, (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Tenant has entered into a certain Ground Lease dated April 20, 1988, (the "Lease") with Landlord, whose address is 4802 Nicollet Avenue South, Minneapolis, Minnesota, ("Landlord"), covering the property more fully described in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Landlord is purchasing the Premises from Mortgagee on certain terms and conditions set forth in a contract (the "Contract") dated June 24, 1983, a notice whereof was recorded on July 8, 1983 as Entry No. 3815961, in Book 5473, at Page 1487, Salt Lake County Recorder's Office; and

WHEREAS, Landlord has given to Mortgagee a mortgage upon the Premises in the original principal sum of \$2,300,000.00 (the "Mortgage"), which Mortgage was recorded on July 8, 1983 as Entry No. 3815958, in Book 5473, at Page 1468, Salt Lake County Recorder's Office.

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of the Contract and Mortgage;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, promise, covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the lien and effect of the Contract and Mortgage insofar as it affects the real property of which the Premises forms a part, and

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to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, so long as this Agreement shall remain in full force and effect.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, by deed in lieu of foreclosure, by forfeiture or otherwise, or forecloses the Contract or Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of its other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or any other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease (provided, however, that notwithstanding any general provision of the Lease to the contrary, Mortgagee's interest in the Premises shall not be subordinate to the financing loans identified in Paragraphs 7.1 and 7.2 of the Lease, nor shall said Paragraphs 7.1 and 7.2 of the Lease be construed to require Mortgagee, or its successors or assigns, to subordinate its interest in the Premises to any future financing of any occupant of the Premises); accordingly, from and after such event, Mortgagee and Tenant shall have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord.

4. In the event that anyone else acquires title to or the right to possession of the Premises upon the foreclosure or forfeiture of the Contract or Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but shall remain bound unto the new owner so long as the new owner is bound to Tenant under all of the terms, covenants and conditions of the Lease; provided, however, that notwithstanding any general provision of the Lease to the contrary, such new owner's interest in the Premises shall not be subordinate to the financing loans identified in Paragraphs 7.1 and 7.2 of the Lease, nor shall said Paragraphs 7.1 and 7.2 of the Lease be construed to require Mortgagee, or its successors or assigns, to subordinate its interest in the Premises to any future financing of any occupant of the Premises.

5. Tenant hereby warrants and represents, covenants and agrees to and with Mortgagee:

(a) to deliver to Mortgagee a duplicate of each notice of default delivered to Landlord (or the then landlord under the Lease) at the same time as such notice is given to Landlord;

(b) not to seek to terminate the Lease by reason of any default of Landlord (or the then landlord under the Lease) without prior written notice thereof to Mortgagee and the lapse thereafter of such time as under the Lease was granted to remedy the default, within which time Mortgagee, at its option, may remedy any such default.

(c) to promptly certify in writing to Mortgagee in connection with any proposed assignment of the Contract, or Mortgage, whether or not any default on the part of Landlord then exists under the Lease.

6. Mortgagee hereby warrants and represents, covenants and agrees to and with Tenant to use its best efforts to give Tenant written notice of any default under the Mortgage or Contract at the time as such notice is given to Landlord; provided, however, that the failure to give such notice shall not impair or defeat any foreclosure action between the Mortgagee and the Landlord.

7. Mortgagee agrees to make insurance and condemnation proceeds available for restoration as provided in the Lease notwithstanding any provisions in the Mortgage, Contract or any other document to the contrary.

8. Landlord and Mortgagee hereby grant to Tenant a non-exclusive twenty-five (25) foot easement for ingress and egress to the Property over and across the property described on Exhibit B hereto and adjacent to the northern boundary of the Property described on Exhibit A hereto. Said easement shall automatically terminate on the expiration or earlier termination of the Lease. Mortgagee and Landlord agree to execute such further documents as may be reasonably required to effectuate said easement.

9. This Agreement shall be binding upon and shall extend to and benefit the successors and assigns of the parties hereto and to the subtenants and concessionaires of Tenant which are permitted under the Lease. The term "Mortgagee" when used in this Agreement shall be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage or Contract, whether directly or indirectly.

10. This Agreement may be executed by the parties hereto in any number of counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this 29th day of April, 1988.

"Tenant"

KENT D. DICKERSON & SONS, INC., a Utah corporation

By Kent D. Dickerson
President

"Landlord"

HEARTLAND WEST VALLEY COMMERCIAL LIMITED PARTNERS, a Minnesota limited partnership, by its Managing General Partner:

Heartland Realty Investors, Inc., a Minnesota corporation

By H. William Walter
H. William Walter
Its President

"Mortgagee"

SNI 606 LIMITED, a Utah limited partnership

First Associated Management Co., Inc., G.P.

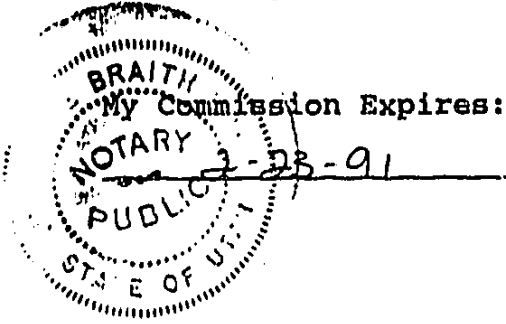
BY David A. Stevenson
Its Sen. Assst. Treas.

David A. Stevenson
Senior Assistant Treasurer

STATE OF UTAH)
) : SS
COUNTY OF SALT LAKE)

On this 11 day of May, 1988, personally appeared before me KENT D. DICKERSON who being by me duly sworn, did say that he is the President of KENT D. DICKERSON & SONS, INC., a Arizona corporation, and that the foregoing was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said Kent D. Dickerson

acknowledged to me that said corporation executed the same.

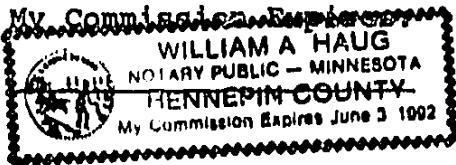


Braithwaite
NOTARY PUBLIC
Residing at S.R. County

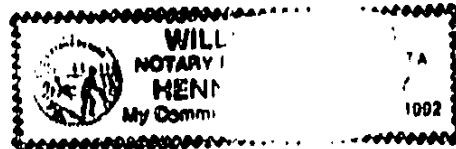
STATE OF MINNESOTA)
: SS
COUNTY OF HENNEPIN)

On this _____ day of _____, 1988, personally appeared before me H. William Walter who being by me duly sworn, did say that he is the President of HEARTLAND REALTY INVESTORS, INC., a Minnesota corporation, and that Heartland Realty Investors, Inc. is the Managing Partner of WEST VALLEY COMMERCIAL LIMITED PARTNERS, a Minnesota limited partnership, and said H. William Walter did acknowledge to me that he executed the foregoing instrument for and on behalf of Heartland Realty Investors, Inc., by authority of its bylaws or a resolution of its board of directors, and by that corporation for and on behalf of WEST VALLEY COMMERCIAL LIMITED PARTNERS, by due authority of said partnership's Limited Partnership Agreement.

William A. Haug
NOTARY PUBLIC
Residing at _____



STATE OF Texas)
: SS
COUNTY OF Dallas)



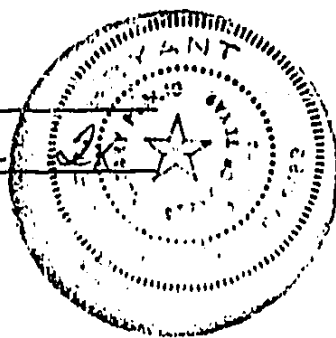
On this 2nd day of May, 1988, personally appeared before me David A. Stevenson who being by me duly sworn, did say that he is the Sr. Assistant Treasurer of SNI 606 LIMITED, a Utah limited partnership, and that the foregoing was signed in behalf of said partnership by authority of its partnership agreement, and said David A. Stevenson acknowledged to me that said partnership executed the same.

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My Commission Expires:

10-15-89

Karen Bryant
NOTARY PUBLIC
Residing at Dallas



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EXHIBIT A
TO
SUBORDINATION, NON-DISTURBANCE
AND
ATTORNMENT AGREEMENT

Beginning at a point that is South 00°00'44" West 815.124 feet along the Center section line and South 89°56'20" West 33.00 feet from the North Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°00'44" East 140.00 feet; thence South 89°56'30" West 167.00 feet; thence South 00°00'44" West 140.00 feet; thence North 89°56'30" East 167.00 feet to the point of beginning. Basis of bearing being the North line of the Northwest Quarter of said Section 33 which has a bearing of South 89°53'20" West.

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EXHIBIT B
TO
SUBORDINATION, NON-DISTURBANCE
AND
ATTORNEY AGREEMENT

A parcel of land located in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian; being further described as follows:

Beginning at a point South 89°53'20" West 330.000 feet along the North line of the Northwest Quarter of said Section 33, and South 00°00'44" West 48.000 feet from the North Quarter Corner of said Section 33; thence South 00°00'44" West 272.000 feet; thence North 89°53'20" East 297.000 feet to the westerly right of way line of 2700 West Street; said westerly right of way line being 33.000 feet westerly of and parallel to the centerline of 2700 West Street; said centerline being the North/South center section line of said Section 33; thence South 00°00'44" West 495.095 feet; South 89°56'30" West 498.00 feet to the easterly right of way line of Market Street; thence North 00°00'20" East 142.384 feet to the beginning of a 526.660 foot radius curve to the left bearing to radius point being North 89°59'40" West; thence along the arc of said curve 183.992 feet through a central angle of 20°01'00" to the beginning of a 466.660 foot radius curve to the right bearing to radius point being North 69°59'20" East; thence along the arc of said curve 163.031 feet through a central angle of 20°01'00"; thence North 89°53'20" East 119.961 feet; thence North 00°00'44" East 284.122 feet; thence North 89°53'20" East 142.000 feet to the point of beginning. Contains 6.77 acres. Basis of bearing being the North line of the Northwest Quarter of said Section 33, which has a bearing of South 89°56'20" West.

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