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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
US TITLE SOLUTIONS
3 WERNER WAY, 2ND FLOOR
LEBANON NJ 08833
BY: DSP, DEPUTY - MA 7 P.

Prepared by:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

Return To:
US Title Solutions
Bonnie Puskar
3 Werner Way
Lebanon, NJ 08833
908.849.3019

**ABOVE THIS LINE FOR RECORDERS USE
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

Prepared by and After Recording, Mail To:

T-Mobile USA, Inc.
12920 SE 38th St.
Bellevue, WA 98006
Attn: Lease Compliance/Site # SL07013A

APN: 15-17-276-009

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement is made this 23RD day of FEBRUARY 2013 between ZB, N.A. dba Zions First National Bank ("**Lender**"), TEI Properties, LLC, a Utah limited liability company ("**Landlord**") and Turf Equipment & Irrigation, Inc., a Utah corporation ("**Tenant**").

Recitals

- A. Landlord owns the real property located at 10506 South River Heights Dr., South Jordan UT, 84095 and legally described on attached Exhibit A ("**Property**").
- B. Tenant is the occupant of a portion of the Property (the "**Premises**") under a Lease ("**Lease**") with Landlord.
- C. Lender has made or agreed to make a loan ("**Loan**") to Landlord, secured by, among other things, a mortgage or deed of trust ("**Mortgage**") encumbering the Property. The Mortgage includes an assignment to Lender of all right, title, and interest of Landlord under the Lease.
- D. Lender's agreement to make the Loan requires Tenant's subordination of the Lease to the Mortgage, and Tenant's agreement to attorn to Lender if Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure. Tenant is willing to do so in consideration of Lender's agreement not to disturb Tenant's possession of the Premises under the Lease, and to recognize the Lease and Tenant's rights thereunder, all as provided herein.

Agreement

NOW, THEREFORE, Lender and Tenant agree as provided below.

1. **Consent.** Lender consents to the Tenant's use and occupancy of the Leased Premises under the Lease.

2. **Subordination.** Subject to paragraph 3 below, Tenant hereby subordinates the Lease and all of its rights thereunder to the lien of the Mortgage, including any and all renewals, modifications and extensions thereof, subject nonetheless to the terms and provisions hereof.

3. **Nondisturbance.** Lender agrees that Tenant's possession of the Premises shall not be disturbed by Lender during the term of the Lease, and Lender shall not join Tenant in any action or proceeding for the purpose of terminating the Lease, except in connection with the occurrence of a default by Tenant under the Lease and the continuance of such default beyond any cure period given to Tenant under the Lease. Notwithstanding the foregoing, if Tenant is an indispensable party in a foreclosure proceeding with respect to the Mortgage, Lender may so name or join Tenant if such naming or joinder doesn't in any way diminish or otherwise affect the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement or under the Lease.

4. **Attornment.** If Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure, Lender will not join Tenant in summary or foreclosure proceedings and the Lease shall continue in full force and effect and Lender shall recognize Tenant and its rights thereunder and will thereby establish direct privity of estate and contract between Lender and Tenant with the same force and effect as though the Lease were made directly between Lender and Tenant. In such event, Tenant shall attorn to Lender and recognize Lender as the landlord under the Lease for the unexpired term of the Lease. Lender's obligations as landlord under the Lease after obtaining possession of the Premises by foreclosure or deed in lieu of foreclosure shall terminate upon Lender's subsequent transfer of its interest in the Premises, provided that Lender's successor assumes such liability.

5. **Covenants of Tenant.** Tenant covenants and agrees with Lender as follows:

(a) Tenant shall pay to Lender all rent and other payments otherwise payable to Landlord under the Lease upon written demand from Lender. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Lender, a release and discharge of all liability of Tenant to Landlord for any such payments made to Lender, and Landlord agrees that Tenant will not be deemed in default of the Lease by reason of its compliance with such notice.

(b) Tenant shall promptly deliver written notice to Lender of any default by Landlord under the Lease and agrees to recognize any cure by Lender as a cure by Landlord.

6. **Effect of Assignment.** Notwithstanding that Landlord has made a present assignment of all of its rights under the Lease to Lender, Lender shall not be liable for any of the obligations of Landlord to Tenant under the Lease until Lender has obtained possession of the Premises by foreclosure or deed in lieu of foreclosure, and then only to the extent provided in Section 4.

7. **Costs and Attorneys' Fees.** In the event of any litigation as to a dispute arising out of this Agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all reasonable attorneys' fees and other costs and expenses incurred in connection with such litigation; including without limitation those fees, costs, and expenses incurred in any


appeal, any proceedings under any present or future bankruptcy act or state receivership, and any post-judgment proceedings.

8. **Notices.** All notices to be given under this Agreement shall be in writing and personally delivered, or by overnight courier service, or mailed, postage prepaid, certified or registered mail, return receipt requested, to Lender and Tenant at the respective addresses indicated below. All notices which are mailed shall be deemed given three (3) days after the postmark thereof. Either party may change their address by delivery of written notice to the other party.


9. **Miscellaneous.** This Agreement may not be modified except in writing and executed by the parties hereto or their successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. As used herein, "**Landlord**" shall include Landlord's predecessors and successors in interest under the Lease, and "**Lender**" shall include any purchaser of the Premises at any foreclosure sale. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included. This Agreement shall be construed in accordance with and governed by the laws of the state where the Property is located.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

Lender's Address:
Zions National Bank
One South Main, Suite 300
Salt Lake City, UT 84133


By: 
Name: Jacob Scamhell
Its: SVP
Date: 2-20-18

Tenant's Address:
Turf Equipment & Irrigation, Inc. 1630
South Gladiola Salt Lake City, UT 84101

By: 
Name: TYLER SORANSON
Its: PRESIDENT
Date: 2/23/18

The undersigned Landlord hereby consents and agrees to the foregoing Subordination, Nondisturbance and Attornment Agreement.

Landlord's Address:
TEI Properties, LLC
1630 South Gladiola
Salt Lake City UT 84104

By: 
Name: TYLER SORANSON
Its: PRESIDENT / MANAGER
Date: 2/23/18

STATE OF Utah

COUNTY OF Salt Lake

On this 23 day of February, 2018, before me, Joshua Alan Child

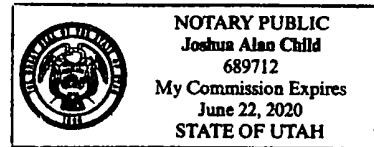
the undersigned Notary Public, personally appeared Scott Bramhall

(X) 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 to me that he/she/they executed the same in his/her/heir 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.

WITNESS my hand and official seal.

[Signature]
(Notary Sign Here)

(Notary Public Seal)



STATE OF Utah

COUNTY OF Salt Lake

On this 14 day of March, 2018, before me, Akina Bosley

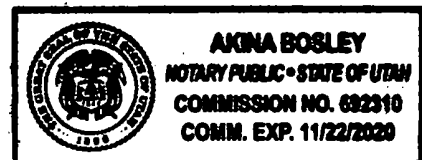
the undersigned Notary Public, personally appeared Tyler Sorenson

() personally known to me, or (X) 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 to me that he/she/they executed the same in his/her/heir 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.

WITNESS my hand and official seal.

[Signature]
(Notary Sign Here)

(Notary Public Seal)



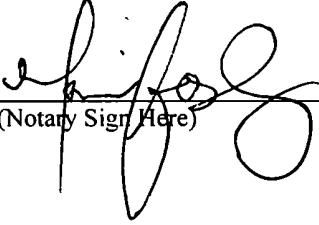
STATE OF Utah

COUNTY OF Salt Lake

On this 14 day of March, 2018, before me, Akina Bosley

the undersigned Notary Public, personally appeared personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Notary Sign Here)

(Notary Public Seal)

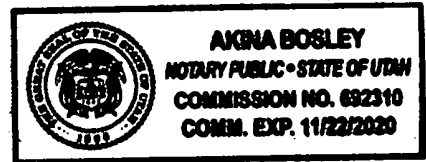


Exhibit A
Property Legal Description

PROPOSED AMENDED LOT 16 - NIN TECH EAST VII

A PARCEL LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND BEING A PORTION OF LOT 16, NIN TECH EAST VII RECORDED OCTOBER 16, 2008 AS ENTRY NO. 10542768 IN BOOK 2008P AT PAGE 266 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF GLADIOLA STREET (3355 WEST) AS SHOWN ON SAID SUBDIVISION PLAT, WHICH IS 2209.72 FEET NORTH 89°54'29" EAST ALONG THE SECTION LINE AND 1697.58 FEET SOUTH 00°05'34" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 17 (THE BASIS OF BEARINGS IS NORTH 89°54'29" EAST 2650.82 FEET ALONG SAID SECTION LINE BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 17, AS SHOWN ON SAID SUBDIVISION PLAT), SAID POINT IS ON THE ARC OF A 768.00 FOOT RADIUS CURVE TO THE RIGHT, AND RUNNING THENCE SOUTHEASTERLY 307.21 FEET ALONG THE ARC OF SAID CURVE AND STREET THROUGH A CENTRAL ANGLE OF 22°55'07" (CHORD BEARS SOUTH 33°54'31" EAST 305.16 FEET); THENCE SOUTH 70°16'05" WEST 24.00 FEET; THENCE SOUTH 52°07'33" WEST 67.61 FEET; THENCE SOUTH 37°52'27" EAST 23.90 FEET; THENCE SOUTH 70°19'43" WEST 72.22 FEET; THENCE SOUTH 70°50'16" WEST 207.94 FEET; THENCE SOUTH 70°57'18" WEST 212.00 FEET; THENCE SOUTH 70°52'14" WEST 199.76 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 00°02'49" WEST 260.81 FEET; THENCE NORTH 62°07'38" EAST 616.31 FEET TO THE POINT OF BEGINNING.