Document Prepared by and Upon Recording Return to: J. Coleman Prewitt, Esq. SBA Communications Corporation -5900 Broken Sound Parkway, NW Boca Raton, FL 33487 (561) 226-9513 SBA Site ID: UT42018

E 2784453 B 5928 P 93-97 RICHARD T. MAUGHAN RECORDER DAVIS COUNTY, UTAH 01/06/2014 11:04 AM FEE \$18.00 Pas: 5 DEP RT REC'D FOR SBA NETWORK SERVI CES LLC

# MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (herein "Memorandum") is made this 14 day of Nov. by and between Burton Lane Storage, LLC, a Utah limited liability company (herein "Lessor"), and SBA Monarch Towers I, LLC, a Delaware limited liability company, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487 (herein "Lessee").

WHEREAS, Lessor and T-Mobile West Corporation ("Original Lessee") entered into that certain Site Lease with Option, dated October 4, 2010 (herein the "Lease Agreement") whereby, Lessor leased to Original Lessee the land described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Original Lessee assigned its interest under the Lease Agreement to Mobilitie Investments II, LLC (Lessee's predecessor-in-interest), pursuant to that certain Assignment and Assumption of Prime Lease, dated December 28, 2010 (the "Assignment"; the Lease Agreement and Assignment shall be collectively referred to herein as the "Lease"). All terms used but not defined herein shall have the meaning ascribed to them in the Lease; and

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

- 1. The Lease provides in part that Lessor leases to Lessee a certain site (herein "Site") located at 97 West Burton Lane, City of Kaysville, County of Davis, State of Utah, within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part hereof.
- 2. Lessee shall lease the Site from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Lease, all upon the terms and conditions more particularly set forth in the Lease for a term of five (5) years, which term is subject to five (5) additional five (5) year extension periods.
- The purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.
- 4. Lessor hereby affirms that the Site is not now, nor has it ever been, the homestead of Lessor, nor adjacent to the homestead of Lessor.
- 5. Lessor hereby consents to Lessee's grant of a security interest in the Lease and in the Lessee's facilities.
- The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. Further, this instrument shall inure to the benefit of any affiliate of

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Lessee or any lender from whom Lessee or one of its affiliates obtains financing, without any further consent from Lessor. All covenants and agreements of the Lease shall run with the land described in Exhibit "A."

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTION PAGE FOLLOWS** 

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IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.	
Witnesses:	LESSOR:
Print Name:	BURTON LANE STORAGE, LLC, a Utah limited liability company  By: Tyrell Wall  Name: Title: Wangar
COUNTY OF MOVIS  The foregoing instrument was acknowledge  (Seal)	ed before me this \\ \\ \/ \/ \/ \/ \/ \/ \/ \/ \/ \\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Notary Public  Printed Name: Jenny Mall  My Commission Expires:	Notary Public  JENNY WALL  Commission Number 607641  My Commission Expires  March 28, 2015  State of Utain

	LESSEE:
	SBA MONARCH/TC/WERS I, LLC, a Delaware limited/liability company, f/k/a Mobilitie investments, LLC
Witnesses:  M DW  Print Name: Paige Dygert	By: Neil Seidman, Vice President
Have Love Print Name: Have Love	
	[SEAL]
,	
STATE OF FLORIDA COUNTY OF PALM BEACH	
The foregoing instrument was acknowledged President of SBA Monarch Towers I, LLC, personally known to me.	d before me this back day of <u>Decearbe</u> , 2013 by Neil Seidman, as Vice a Delaware limited liability company, on behalf of the company. He is
WITNESS my hand thisday of	<u>ceabor</u> , 2013.
STACEY NICOLE LANE SEA COMMISSION # DD 993060 EXPIRES: June 15, 2014 Bonded Thru Notary Public Underwriters	Print Name: Stacey hane NOTARY PUBLIC - Horida Commission Number: My Commission Expires:

### **EXHIBIT "A"**

#### LEGAL DESCRIPTION

The Property is legally described as follows:

Beginning at a point on the Basterly right of way line of Burton Lane which is North 00°36'02" West 493.89 feet along the Quarter section line from the center of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence along said Easterly right of way line the following six (6) courses and distances: North 27°11'47" West 313.60 feet: thence North 18°26'09" West 130.39 feet to a brass UDOT right of way marker and a point on a 248.64 foot radius curve to the right (center bears North 62°47'24" Bast with interior angle of 48°44'49"); thence Northerly along said curve 211.54 feet to a brass UDOT right of way marker; thence North 41°41'32" Bast 76.83 feet; thence North 60°59'48" East 104.86 feet; thence North 66°13'25" Bast 48.30 feet to a point on the Quarter section line of said Section 10; thence along said Quarter section line South 00°36'02" East 83.78 feet to a point on the Westerly right of way line of the Union Pacific Railroad, said point also being on a 5814.70 foot radius curve to the left (center bears North 69°20'10" Bast with interior angle of 8°23'31"); thence Southeasterly along said curve 851.67 feet; thence South 66°56'14" West 165.98 feet; thence South 79°16'47" West 110.33 feet to a point on said Basterly right of way line of Burton Lane, said point also being on a 336.48 foot radius curve to the left (center bears South 79°35'37" West with interior angle of 16°47'25"); thence Northwesterly along said curve 98,60 feet; thence along said right of way line North 27°11'47" West 127.15 feet to the point of beginning.

Less and excepting the following:

Beginning at a point on the Easterly right of way line of Button Lane which is North 00°36'02" West 493.89 feet along the Quarter section line from the center of Section 10, Township 3 North, Range 1 West, Salt Lake Meridian and running thence North 0°36'02" West 254.98 feet; thence East 123.83 feet to a point on the Westerly right of way of the Union Pacific Rail Road, said point also being on a 5814.70 foot radius curve to the left (center bears North 69°20'10" East with interior angle of 8°23'31"); thence Southeasterly along said curve 519.68 feet, more or less; thence South 66°56'14" West 165.98 feet; thence South 79°16'47" West 110.33 feet to a point on said Easterly right of way line of Burton Lane said point also being on a 336.48 feet radius curve to the left (center bears South 79°35'37" West with interior angle of 16°47'25"); thence Northwesterly along said curve 98.60 feet; thence along said right of way line—North-27°11'47" West-127-16-feet to the point of beginning.

Also, less and excepting any and all portions lying within the legal bounds of Burton Lane.

08-025-0042