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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/05/2014 02:39 PM
FEE \$48.00 Pgs: 20
DEP RT REC'D FOR FIDELITY NATIONAL
TITLE GROUP

Prepared by ~~and Return to:~~
SBA Network Services, LLC
Attn: Cherryl Clicquot
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226-9538

AFTER RECORDING, PLEASE RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23228
Attn: _____

[Recorder's Use Above This Line]

STATE OF UTAH

COUNTY OF DAVIS

Tax ID Number: 08-025-0042 and 08-026-0063

EASEMENT AGREEMENT

By and between Burton Lane Storage, L.C., a Utah limited liability company ("Grantor")
with an address of P.O. Box 2000, Layton, UT 84041

and

SBA Monarch Towers I, LLC, a Delaware limited liability company ("Grantee") with an address
of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487

By initialing below, the Grantor does hereby acknowledge that the Grantor has received,
reviewed and approved this Easement Agreement in which the Easement described herein is
granted from Grantor to Grantee.

Grantor initial(s) here: *W*

RECORDING ORDER

① 2 3 4 5

Site ID: UT42018-T / Burton Lane Storage

RECEIVED DEC 04 2014

19345359

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated effective December 2nd, 2014, by and between Burton Lane Storage, L.C., a Utah limited liability company, with an address at P.O. Box 2000, Layton, UT 84041 ("Grantor") and SBA Monarch Towers I, LLC, a Delaware limited liability with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487 ("Grantee").

BACKGROUND

Grantor is the owner of the real property described on Exhibit 'A' attached hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) an exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on Exhibit 'B' hereto; and (ii) a non-exclusive easement in and to that portion of the Premises more particularly described on Exhibit 'C' hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 6 hereof. The Premises and Easements being more particularly described within the survey attached as Exhibit 'D'.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration. The duration of the Easements granted herein shall be sixty-five (65) years from the date of this Agreement ("Term") unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all

obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. Grantor may not terminate this Agreement.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications related uses in connection therewith and other uses as deemed appropriate by Grantee, in its sole discretion. Grantee may make any improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the unrestricted and exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. If the Access and Utility Easement is currently used by Grantor or its tenants, then Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time

during the Term and within 180 days after termination hereof, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances excluding, however, the Lease and those encumbrances of record as of the date of this Agreement, and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefore from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements, all except for the Lease and Mortgage..

(e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular

access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantee may from time to time grant to certain lenders selected by Grantee and its affiliates (the "Lender") a lien on and security interest in Grantee's interest in this Agreement and all assets and personal property of Grantee located on the Easements, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Grantee ("Personal Property") as collateral security for the repayment of any indebtedness to the Lender. Should Lender exercise any rights of Grantee under this Agreement, Grantor agrees to accept such exercise of rights by Lender as if same had been exercised by Grantee. If there shall be a monetary default by Grantee under the Agreement, Grantor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). If there shall be a non-monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). Hereafter, this Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender. If the Agreement is terminated or is rejected in any bankruptcy proceeding, Grantor will enter into a new easement agreement with Lender or its designee on the same terms as this Agreement within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Agreement, if any. The foregoing is not applicable to normal expirations of this Agreement. Grantor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Grantor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Grantor's assets. Simultaneous with any notice of default given to Grantee under the terms of this Agreement, Grantor shall deliver of copy of such notice to Lender at an address to be provided by Grantee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: Burton Lane Storage, L.C.
P.O. Box 2000
Layton, UT 84041

To Grantee: SBA Monarch Towers I, LLC
5900 Broken Sound Parkway NW
Boca Raton, FL 33487
Attn: Legal Dept.

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the

Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 65 years.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain Site Lease with Option, dated October 4, 2010, originally by and between Grantor and T-Mobile West Corporation, a Delaware corporation, as evidenced by that certain Memorandum of Lease dated November 14, 2013 and recorded January 6, 2014 in Book 5928, Page 93 of the County Recorder of Davis County, Utah, and ultimately assigned to Grantee, successor by merger to SBA Monarch Towers II, LLC, a Delaware limited liability company, f/k/a Mobilitie Investments II, LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease dated December 28, 2010, as evidenced by that certain Memorandum of Assignment and Site Lease Agreement dated December 28, 2010 and recorded September 27, 2011 in Book 5366, Page 843 of the County Recorder of Davis County, Utah, as amended and assigned from time to time (collectively, the "Lease"). It is the intention of the parties that the interest created by this Agreement, including the Lease, shall not merge into any other interest now or hereafter held by Grantee and such interests shall remain separate and distinct interests in the underlying real property. Grantor hereby acknowledges that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby releases and forever discharges Grantee from all claims arising under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.

26. Cure Period; Default. No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and hereby grants Grantee a security interest and lien in the Premises and the parent parcel in which it is located, if any, to secure Grantor's obligation to repay such amounts to Grantee.

27. Exclusivity. As part of Grantee's right to the undisturbed use and enjoyment of the Easements, Grantor shall not, at any time during the term of this Agreement (i) use or suffer

or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Grantor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (either during the term of this Agreement and/or after the term hereof) any of the uses permitted under this Agreement without the prior written consent of Grantee, in Grantee's sole discretion. Grantor may not assign any Easement Payment or this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

28. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

GRANTOR:

Burton Lane Storage, L.C., a Utah limited liability company

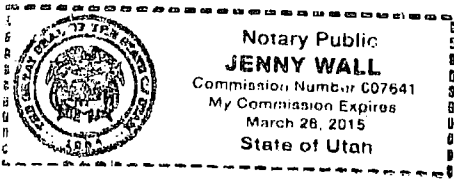
Tyrell J. Wall
Print Name: Tyrell J. Wall

By: *[Signature]*
Print Name: Neil Wall
Title: Manager

Jacque Bolton
Print Name: JACQUE BOLTON

STATE OF Utah
COUNTY OF DAVIS

On the 1 day of December, 2014, personally appeared before me Neil Wall, who being by me duly sworn did say that he is the Manager of Burton Lane Storage, L.C., a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company, and said Neil Wall acknowledged to me that said limited liability company executed the same.




(NOTARY SEAL)

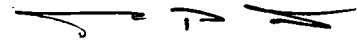
Jenny Wall
Notary Public
Print Name: Jenny Wall
My Commission Expires: 3/28/15


WITNESSES:

GRANTEE:

SBA Monarch Towers I, LLC, a Delaware limited liability company


Print Name: ERIKA LEBRINI

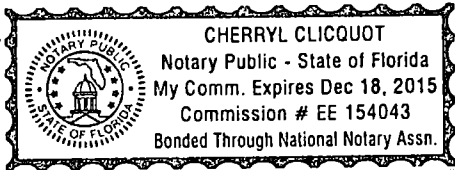
By: 
Thomas P. Hunt
Executive Vice President & General Counsel



Print Name: CAROLINA F. AUSTER

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me December 2, 2014 by Thomas P. Hunt, the Executive Vice President and General Counsel of SBA Monarch Towers I, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.




Notary Public
Print Name: Cherryl Clicquot
My Commission Expires: 12/18/15

(NOTARY SEAL)

EXHIBIT 'A'

Premises

PARENT PARCEL DESCRIPTION (AS PROVIDED)

Beginning at a point on the Easterly 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" East 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" East 76.83 feet; thence North 60°59'48" East 104.86 feet; thence North 66°13'25" East 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 UPRR, 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 851.67; 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 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 11 West 127.16 feet to the point of beginning.

Less and excepting therefrom that portion lying within Davis County Tax District 34.

EXHIBIT 'B'

Exclusive Easement

EXCLUSIVE EASEMENT AREA (AS SURVEYED)

Situated in the City of Kaysville, County of Davis and State of Utah. Known as being part of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian being a 1,597 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to Burton Lane Storage, L.C., as recorded in Deed Book 4031, Page 357 of Davis county records and being more particularly described as follows:

Commencing 3" Brass Disc Monument found at the center of said Section 10;
Thence North 32°22'30" East a distance of 363.90 feet to the Point of Beginning of the parcel herein described;

Thence South 80°12'21" West a distance of 16.04 feet to a point;
Thence North 18°48'05" West a distance of 36.37 feet to a point;
Thence North 71°58'05" East a distance of 42.87 feet to a point;
Thence South 17°40'43" East a distance of 36.56 feet to a point;
Thence South 67°23'17" West a distance of 26.37 feet to the Point of Beginning and containing 0.037 acres (1,597 square feet) of land, more or less.

pt 08-026-0063

EXHIBIT 'C'

Access and Utility Easement

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

Situated in the City of Kaysville, County of Davis and State of Utah. Known as being part of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian being a 7,154 square foot Non-Exclusive Access & Utility Easement Area over and upon a parcel of land now or formerly conveyed to Burton Lane Storage, L.C., as recorded in Deed Book 4031, Page 357 of Davis county records and being more particularly described as follows:

Commencing 3" Brass Disc Monument found at the center of said Section 10;
Thence North 32°22'30" East a distance of 363.90 feet to a point;
Thence North 67°23'17" East a distance of 26.37 feet to a point;
Thence North 17°40'43" West a distance of 16.65 feet to the Point of Beginning of the parcel herein described;

Thence continuing North 17°40'43" West a distance of 20.01 feet to a point;
Thence North 71°17'30" East a distance of 59.31 feet to a point;
Thence North 18°19'41" West a distance of 64.03 feet to a point;
Thence South 71°36'23" West a distance of 100.51 feet to a point;
Thence South 66°12'37" West a distance of 92.74 feet to a point on the easterly right-of-way line of West Burton Lane;
Thence, along said right-of-way line on the arc of a curve to the left, said curve having an arc length of 20.01 feet, a radius of 336.48 feet, a delta angle of 3°24'25" and a chord bearing North 24°57'41" West, a chord distance of 20.00 feet;
Thence departing said right-of-way line, North 66°12'58" East a distance of 94.19 feet to a point;
Thence North 71°36'23" East a distance of 121.37 feet to a point;
Thence South 18°19'41" East a distance of 103.92 feet to a point;
Thence South 71°17'30" West a distance of 79.54 feet to the Point of Beginning and containing 0.164 acres (7,154 square feet) of land, more or less.

pt 08-026-0063

EXHIBIT 'D'

Survey is attached

EXCLUSIVE EASEMENT AREA (AS SURVEYED)

Situated in the City of Kayeville, County of Davis and State of Utah, known as being part of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian being a 1,597 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to Burton Lane Storage, L.C., as recorded in Deed Book 4031, Page 357 of Davis county records and being more particularly described as follows:

Commencing 3" Brass Disc Monument found at the center of said Section 10;
Thence North 32°22'30" East a distance of 363.90 feet to the Point of Beginning of the parcel herein described;
Thence South 80°12'21" West a distance of 16.04 feet to a point;
Thence North 18°48'05" West a distance of 36.37 feet to a point;
Thence North 17°58'05" East a distance of 42.87 feet to a point;
Thence South 17°40'43" East a distance of 36.56 feet to a point;
Thence South 67°23'17" West a distance of 26.37 feet to the Point of Beginning and containing 0.037 acres (1,597 square feet) of land, more or less.

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

Situated in the City of Kayeville, County of Davis and State of Utah, known as being part of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian being a 7,154 square foot Non-Exclusive Access & Utility Easement Area over and upon a parcel of land now or formerly conveyed to Burton Lane Storage, L.C., as recorded in Deed Book 4031, Page 357 of Davis county records and being more particularly described as follows:

Commencing 3" Brass Disc Monument found at the center of said Section 10;
Thence North 32°22'30" East a distance of 363.90 feet to a point;
Thence North 67°23'17" East a distance of 26.37 feet to a point;
Thence North 17°40'43" West a distance of 16.85 feet to the Point of Beginning of the parcel herein described;
Thence continuing North 17°40'43" West a distance of 20.01 feet to a point;
Thence North 71°17'30" East a distance of 59.31 feet to a point;
Thence North 18°19'41" West a distance of 64.03 feet to a point;
Thence South 71°36'23" West a distance of 100.51 feet to a point;
Thence South 66°12'37" West a distance of 92.74 feet to a point on the easterly right-of-way line of West Burton Lane;
Thence, along said right-of-way line on the arc of a curve to the left, said curve having an arc length of 20.01 feet, a radius of 336.48 feet, a delta angle of 37°24'25" and a chord bearing North 24°57'41" West, a chord distance of 20.00 feet;
Thence departing said right-of-way line, North 66°12'58" East a distance of 94.19 feet to a point;
Thence South 71°36'23" East a distance of 121.37 feet to a point;
Thence South 18°19'41" East a distance of 103.92 feet to a point;
Thence South 71°17'30" West a distance of 79.54 feet to the Point of Beginning and containing 0.164 acres (7,154 square feet) of land, more or less.

PARENT PARCEL DESCRIPTION (AS PROVIDED)

Beginning at a point on the Easterly right of way line of Burton Lane which is North 00°36'02" West 493.69 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°28'09" West 130.39 feet to a brass UDOT right-of-way marker and a point on a 246.64 foot radius curve to the right (Center bears North 62°47'24" East with interior angle of 48°44'49"); thence North along said curve 211.54 feet to a brass UDOT right-of-way marker; thence North 41°41'37" East 78.83 feet; thence North 60°59'48" East 104.86 feet; thence North 66°13'25" East 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 63.78 feet to a point on the Westerly right-of-way line of the UPRR, 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 82°33'31"); thence Southeasterly along said curve 851.67; thence South 66°56'14" West 165.89 feet; thence South 79°18'47" 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 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 127.16 feet to the point of beginning.

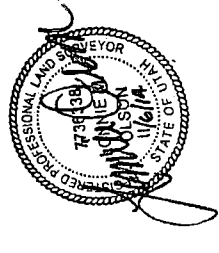
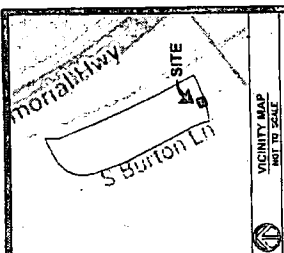
Less and excepting therefrom that portion lying within Davis County Tax District 34.

BASIS OF BEARING:

The meridian for all bearings shown hereon is Geodetic North.

ENCROACHMENTS:

At the time of survey there were no visible encroachments onto or beyond the subject property.



FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X-Unshaded (Areas determined to be outside the 0.2% annual chance floodplain) according to the Flood Insurance Rate Map for the County of Davis, Community Panel No. 49011C0239E, Effective Date June 18, 2007.

CERTIFICATION:

I, Lonnie Olson, PLS, a Utah State Registered Professional Land Surveyor, License No. 7736338, hereby certify to SBA Monarch Towers I, LLC, a Delaware limited liability company, and Fidelity National Title Insurance Company the following:

Latitude and Longitude values for the center of the above-referenced tower are accurate to within +/- 15 feet horizontally, and that the following tower site elevation is accurate to within +/- 3 feet vertically.

HORIZONTAL DATUM: NAD83
LATITUDE: NORTH 41° 00' 36.05"
LONGITUDE: WEST 111° 56' 21.33"
VERTICAL DATUM: NAVD 88

This surveyor has received and reviewed that certain Title Commitment No. 42747-2/19345359 issued by Metro National Title and Fidelity National Title Insurance Company with an effective date of October 8, 2014 which proposes to insure the lands described under its Schedule A.

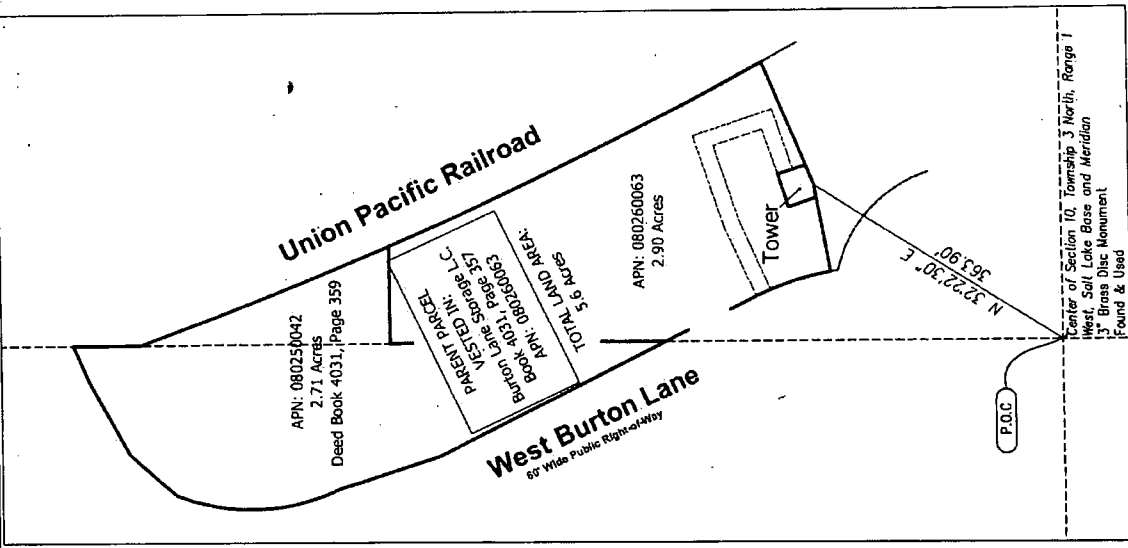
The surveyor has received and reviewed that the lands under said schedule A of the Title Commitment contain or include the lands described in and depicted on this survey.

The surveyor has reviewed the easements of record and identified under schedule B-2 of said Title Commitment encumber the lands described on this survey, but said easements will not interfere with the location of the insured lands, including the exclusive easement area and any and all access, utility and guy wire easement parcels.

By *Lonnie Olson*
Lonnie Olson, PLS
Utah Professional Land Surveyor No. 7736338

Date of Survey, October 7, 2014

Note: This survey does not represent a boundary survey of the parent parcel.



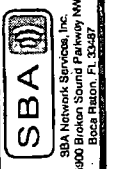
Millman National Land Services
Corporate Headquarters
4111 Bradley Circle NW, Suite 240
Canton, Ohio 44718
Phone: 800-520-1010
www.millmanland.com

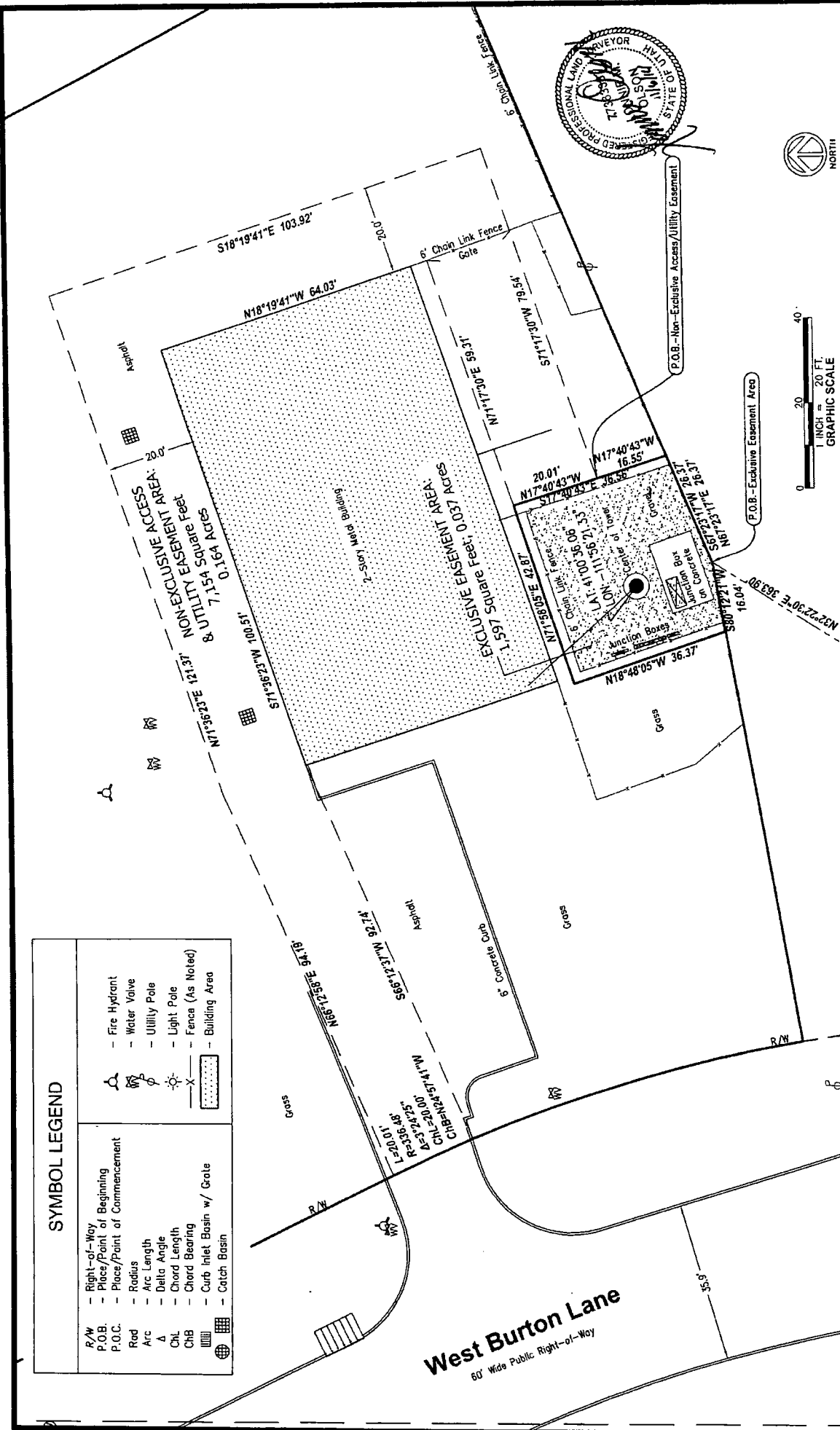
milman
National Land Services

AS-BUILT SURVEY
Site Address:
67 W. Burton Lane, Kayeville, Utah 84007
Site ID#UT42018-T
Site Name: Burton Lane Storage

Drawn By: SRH
Date: 10/09/2014
Checked: LO
MSP Project No. 34441

Project Manager: SP
Scale: 1" = 150'
Sheet: 1 of 2





SYMBOL LEGEND	
R/W	Right-of-Way
P.O.B.	Place/Point of Beginning
P.O.C.	Place/Point of Commencement
Rad	Radius
Arc	Arc Length
Δ	Delta Angle
ChL	Chord Length
ChB	Chord Bearing
⊕	Curb Inlet Basin w/ Grate
⊕	Catch Basin
⊕	Fire Hydrant
⊕	Water Valve
⊕	Utility Pole
⊕	Light Pole
⊕	Fence (As Noted)
⊕	Building Area

AS-BUILT SURVEY
Site Address
97 W. Burton Lane, Kaysville, Utah 84037
Site ID # UT2018-T
Site Name: Burton Lane Storage

milman
National Land Services

Millman National Land Services
Corporate Headquarters
4111 Bradley Circle NW, Suite 240
Canton, Ohio 44718
Phone: 800-528-1010
www.millmanland.com

Drawn By: SRH
Date: 10/9/2014
Checked: LO
MSI Project No. 34441

Project Manager: SP
Scale: 1" = 20'
Sheet: 2 of 2

West Burton Lane
60' Wide Public Right-of-Way

EXCLUSIVE EASEMENT AREA (AS SURVEYED)

Situated in the City of Kaysville, County of Davis and State of Utah, known as being part of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian being a 1,597 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to Burton Lane Storage, L.C., as recorded in Deed Book 4031, Page 357 of Davis county records and being more particularly described as follows:

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Thence South 80°12'21" West a distance of 16.04 feet to a point;
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Thence North 71°58'05" East a distance of 42.87 feet to a point;
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NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

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Thence continuing North 17°40'43" West a distance of 20.01 feet to a point;
Thence North 71°17'30" East a distance of 59.31 feet to a point;
Thence North 18°19'41" West a distance of 64.03 feet to a point;
Thence South 71°36'23" West a distance of 100.51 feet to a point;
Thence South 66°12'37" West a distance of 92.74 feet to a point on the easterly right-of-way line of West Burton Lane;
Thence, along said right-of-way line on the arc of a curve to the left, said curve having an arc length of 20.01 feet, a radius of 336.48 feet, a delta angle of 37°24'25" and a chord bearing North 24°57'41" West, a chord distance of 20.00 feet;
Thence departing said right-of-way line, North 66°12'58" East a distance of 94.19 feet to a point;
Thence North 71°46'23" East a distance of 121.37 feet to a point;
Thence South 18°19'41" East a distance of 103.92 feet to a point;
Thence South 71°17'30" West a distance of 79.54 feet to the Point of Beginning and containing 0.164 acres (7,154 square feet) of land, more or less.

PARENT PARCEL DESCRIPTION (AS PROVIDED)

Beginning at a point on the Easterly right of way line of Burton Lane which is North 00°36'02" West 493.69 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°28'09" West 130.39 feet to a brass UDOT right-of-way marker and a point on a 748.64 foot radius curve to the right (Center bears North 62°47'24" East with interior angle of 48°44'49"); thence North along said curve 211.54 feet to a brass UDOT right-of-way marker; thence North 41°41'32" East 78.83 feet; thence North 60°59'48" East 104.86 feet; thence North 66°13'25" East 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 63.78 feet to a point on the westerly right-of-way line of the UDOT; said point also being on a 584.70 foot radius curve to the left (Center bears North 68°20'10" East with interior angle of 82°31'); thence Southwesterly along said curve 651.67 feet; thence South 66°56'14" West 185.98 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 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 the North 27°11'47" West 127.16 feet to the point of beginning.

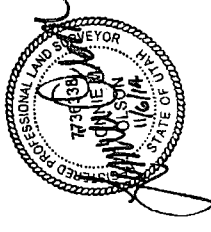
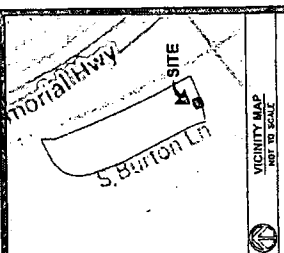
Less and excepting therefrom that portion lying within Davis County Tax District 34.

BASIS OF BEARING:

The meridian for all bearings shown herein is Geodetic North.

ENCROACHMENTS:

At the time of survey there were no visible encroachments onto or beyond the subject property.



FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to be entirely in Zone X-Unshaded (Areas determined to be outside the 0.2% annual chance floodplain.) according to the Flood Insurance Rate Map for the County of Davis, Community Panel No. 49011C0239E, Effective Date June 18, 2007.

CERTIFICATION:

I, Lonnie Olson, PLS, a Utah State Registered Professional Land Surveyor, License No. 7736338, hereby certify to SBA March Towers I, LLC, a Delaware limited liability company, and Fidelity National Title Insurance Company the following:

Latitude and Longitude values for the center of the above-referenced tower are accurate to within +/- 15 feet horizontally, and that the following tower site elevation is accurate to within +/- 3 feet vertically:

HORIZONTAL DATUM: NAD83
LATITUDE NORTH 41° 00' 36.06"
LONGITUDE WEST 111° 56' 21.33"
VERTICAL DATUM: NAVD 88

This surveyor has received and reviewed that certain Title Commitment No. 42747-2/19345359 issued by Metro National Title and Fidelity National Title Insurance Company with an effective date of October 8, 2014 which proposes to insure the lands described under its Schedule A.

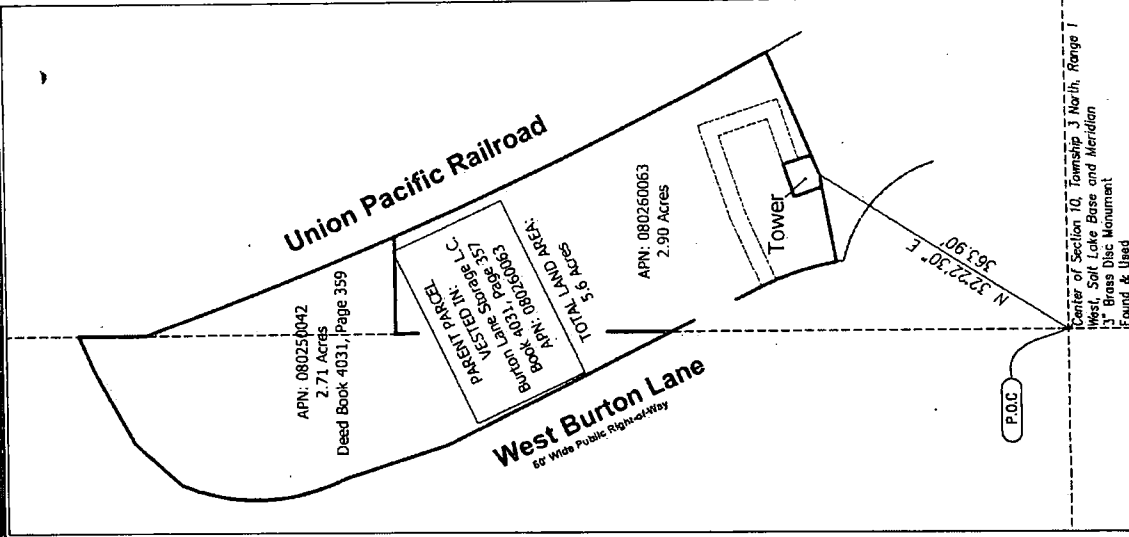
The surveyor has received and reviewed that the lands under said schedule A of the Title Commitment contain or include the lands described in and depicted on this survey.

The surveyor has reviewed the easements of record and identified under schedule B-2 of said Title Commitment encumber the lands described on this survey, but said easements will not interfere with the location of the insured lands, including the exclusive easement area and any and all access, utility and guy wire easement parcels.

L. Lonnie Olson, PLS
Utah Professional Land Surveyor No. 7736338

Date of Survey, October 7, 2014

Note: This survey does not represent a boundary survey of the parent parcel.



Milliman National Land Services
Corporate Headquarters
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Centon, Ohio 44718
Phone: 800-520-1010
www.millimanland.com

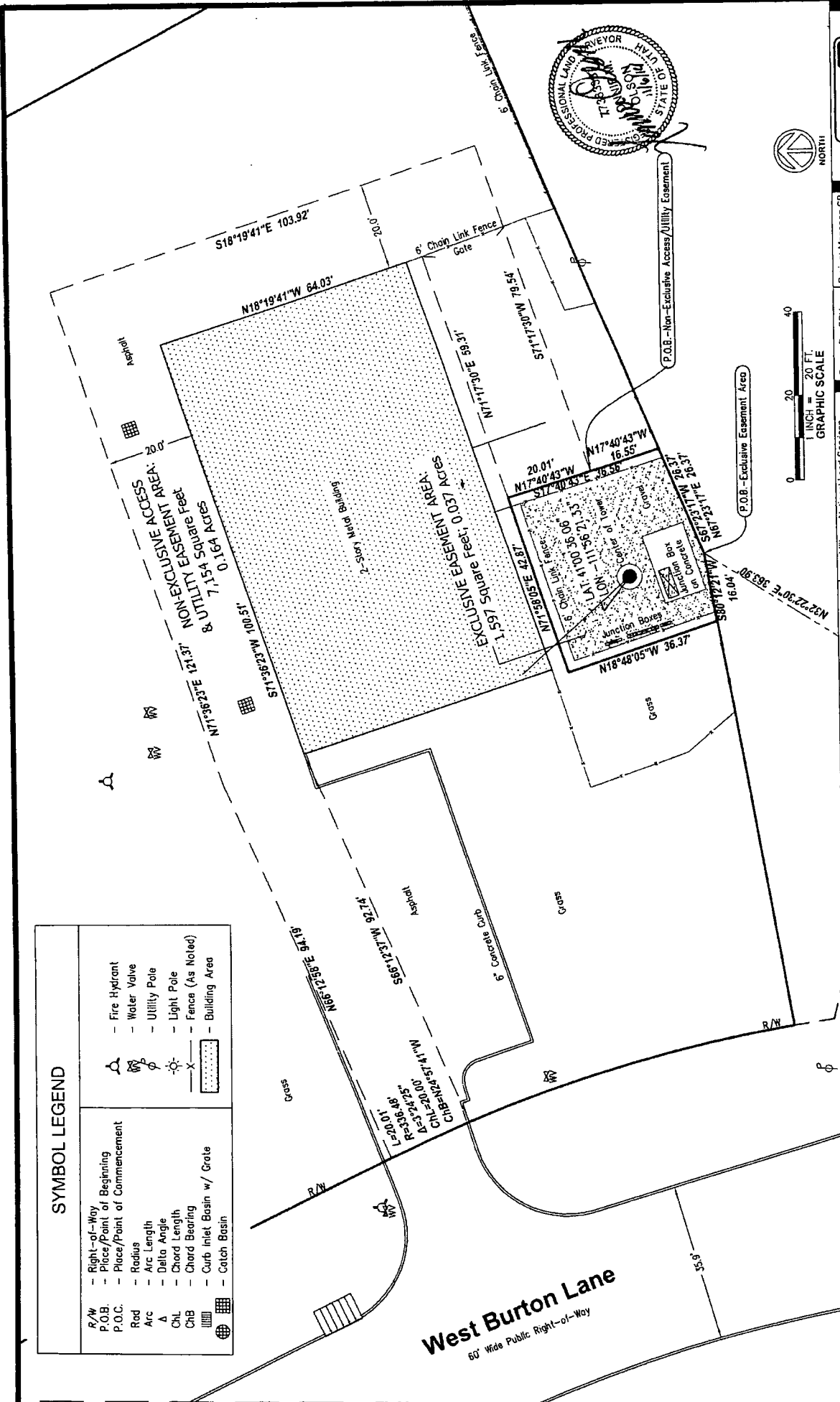


AS-BUILT SURVEY.
Site Address:
87 W. Burton Lane, Kaysville, Utah 84037
Site ID: UT42018-1
Site Name: Burton Lane Storage



Drawn By: SRH	Project Manager: SP
Date: 10/9/2014	Scale: 1" = 150'
Checked: LO	Sheet: 1 of 2
MSI Project No. 34443	

SYMBOL LEGEND	
R/W	Right-of-Way
P.O.B.	Place/Point of Beginning
P.O.C.	Place/Point of Commencement
Rad	Radius
Arc	Arc Length
Δ	Delta Angle
ChL	Chord Length
ChB	Chord Bearing
	Curb Inlet Basin w/ Grate
⊕	Catch Basin
⊕	Fire Hydrant
⊕	Water Valve
⊕	Utility Pole
⊕	Light Pole
⊕	Fence (As Noted)
⊕	Building Area



SBA
SBA Newark Services, Inc.
5900 Broken Sound Parkway NW
Boca Raton, FL 33487

Project Manager: SP
Drawn By: SRH
Date: 10/9/2014
Scale: 1"=20'
Checked: LO
Sheet: 2 of 2
MSI Project No: 34441

Millman National Land Services
Corporate Headquarters
4111 Bradley Circle NW, Suite 240
Canton, Ohio 44718
Phone: 800-520-1010
www.millmanland.com



AS-BUILT SURVEY
Site Address:
87 W Burton Lane, Kaysville, Utah 84037
Site ID: UT42018-T
Site Name: Burton Lane Storage

West Burton Lane
60' Wide Public Right-of-Way