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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/05/2014 02:40 PM  
FEE \$26.00 Pgs: 9  
DEP RT REC'D FOR FIDELITY NATIONAL  
TITLE GROUP

Prepared by ~~and Return to:~~  
SBA Network Services, LLC  
Attn: Cheryl 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 23226  
Attn: \_\_\_\_\_

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated as of December 2nd, 2014 by SBA Monarch Towers I, LLC, a Delaware limited liability company, having its principal office and place of business located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487 ("SBA"), and Assurity Life Insurance Company, having an office at 2000 Q Street, Lincoln, NE 68508 ("Lender").

PRELIMINARY STATEMENT:

A. On September 27, 2005, Security Financial Life Insurance Co., predecessor by merger to Lender, and Burton Lane Storage, L.C., a Utah limited liability company ("Landlord") entered into that certain Deed of Trust with Assignment of Rents and Security Agreement, recorded October 3, 2005, in Book 3883, Page 1984, of the County Recorder of Davis County, Utah, encumbering that certain real property (the "Property") described on Exhibit "A" attached hereto (such instrument and all amendments, modifications, renewals, substitutions, extensions, consolidations and replacements thereto and thereof, as applicable, together with all other collateral and related documents securing the debt described therein, collectively referred to as "Mortgage").

B. On \_\_\_\_\_, 2014 Landlord and SBA entered into a certain Easement Agreement ("Easement") for that certain parcel of real property as more particularly described on Exhibit "B" attached hereto ("Premises"), which Premises is a portion of the Property.

C. SBA desires that Lender recognize SBA's rights under the Easement in the event of foreclosure of Lender's lien or any other Transfer and SBA is willing to agree to attorn to Lender or the purchaser at such foreclosure or other Transfer if Lender will recognize SBA's right of possession under the Easement.

Therefore, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and SBA hereby agree as follows:

RECORDING ORDER

Site ID: UT42018-A / Burton Lane Storage

1 1 2 ③ 4 5 RECEIVED DEC 04 2014

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1. Subordination; Non-Disturbance. SBA acknowledges that the Easement is junior and subordinate to the lien of the Mortgage. Provided (a) SBA complies with this Agreement, (b) SBA is not in default under the terms of the Easement and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Easement, and (c) the Easement is in full force and effect, no default under the Mortgage and no proceeding to foreclose the same or other Transfer will disturb SBA's possession under the Easement and the Easement will not be affected or cut off thereby, and notwithstanding any such foreclosure or other Transfer of the Property to Transferee, Transferee will recognize the Easement and will accept the attornment of SBA thereunder. "Transfer" shall mean (a) the institution of any foreclosure, trustee's sale or other like proceeding, (b) the appointment of a receiver for the Landlord or the Property, (c) the exercise of rights to collect rents under the Mortgage or an assignment of rents, (d) the recording by Lender or its successor or assignee of a deed in lieu of foreclosure for the Property, or (e) any transfer or abandonment of possession of the Property to Lender or its successor or assigns in connection with any proceedings affecting Landlord under the Bankruptcy Code, 11 U.S.C. § 101 et seq. "Transferee" shall mean the Lender or any successor or assignee of Lender taking title to the Property in connection with a Transfer.

2. Attornment. Upon the Transfer of the Property to Transferee, whether through foreclosure, deed in lieu of foreclosure or otherwise, SBA shall attorn to Transferee as the grantor under the Easement. Said attornment shall be effective and self-operative without the execution of any further instruments upon Transferee's succeeding to the interest of the grantor under the Easement. SBA and Lender shall, however, confirm the provisions of this paragraph in writing upon request by either of them.

3. Release of Lien. The parties acknowledge that in connection with the execution of the Easement, Landlord is assigning to SBA the ground lease ("Lease") described on Exhibit "C" attached hereto. Lender hereby releases the Lease from the lien of the Mortgage and any collateral agreements and agrees to execute any additional documentation necessary to document such release.

4. Miscellaneous.

(a) This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Transferee, all obligations and liabilities of Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Transferee's interest is assigned or transferred.

(b) This Agreement is the whole and only agreement between the parties hereto with regard to the subject matter hereof. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

(c) This Agreement shall be deemed to have been made in the state where the Property is located and the validity, interpretation and enforcement of this Agreement shall be determined in accordance with the laws of such state.

(d) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

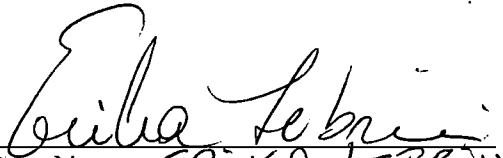
(e) Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made when in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, directed to the parties at the following addresses listed above or to such other address as such party may from time to time designate in writing to the other party. Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing, notices or communication served by hand or by overnight courier shall be deemed served upon receipt.


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


IN WITNESS WHEREOF, this Agreement has been signed and delivered as of the date and year first above set forth.

SBA:

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

  
Print Name: ERIKA LEBRINI

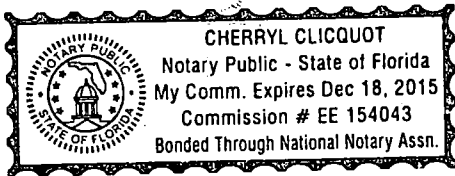
By:   
Thomas P. Hunt  
Executive Vice President & General Counsel

  
Print Name: CAROLINA F. AVSTER


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 & 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 SEAL)

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

**LENDER:**

Assurity Life Insurance Company

By: SH Hill  
Name: Steven H. Hill  
Title: Senior Director  
Real Estate Lending & Investments

Witnesses:

Joan Mosley  
Name: Joan Mosley

Connie Ortlieb  
Name: Connie Ortlieb

STATE OF ~~UTAH~~ Nebraska  
COUNTY OF Lancaster

On the 11 day of November, 2014, personally appeared before me Steven H. Hill, who being duly sworn, did say that he is the Senior Director of Assurity Life Insurance Company, and that said instrument was signed in behalf of said company by authority of a resolution of its Board of Directors, and said \_\_\_\_\_ acknowledged to me that said company executed the same.



(NOTARY SEAL)

Samantha Kinnett  
Notary Public  
Print Name: Samantha Kinnett  
My Commission Expires: August 13, 2017

Exhibit "A"

**Legal Description of the Property**

The following described Real Property located in Davis County, state of Utah, described as follows.

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 1/4 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 U.D.O.T. 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 U.D.O.T. 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 1/4 section line of said Section 10, thence along said 1/4 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" East 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 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 15 feet to the point of beginning.

08-025-0042  
08-026-0063

**Exhibit "B"**

**Legal Description of the Premises**

**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

**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 "C"**

**Ground Lease**

That certain Site Lease with Option, dated October 4, 2010, originally by and between Burton Lane Storage, LLC, a Utah limited liability company 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 SBA Monarch Towers I, 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").