## 2227465 BK 4178 PG 803

This instrument prepared by and after recording return to:
Legal Department Attn: JPK
Global Signal Acquisitions IV LLC.
301 North Cattlemen Rd. Suite 300
Safasota, Florida 34232
MMT 04048743
FMCLL - 01 - 104 - 0008
O/U: 3025569- Kulmer & Schumacher
(Davis County, Utah)

E 2227465 B 4178 P 803-811
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/13/2006 2:01:00 PM
FEE \$28.00 Pgs: 9
DEP eCASH REC'D FOR METRO NATIONAL TITLE
COURTESY RECORDING

This Document is being recorded solely as a courteey and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

## AFTER RECORDING, PLEASE RETURN TO

Minute State Signment and Assumption of Lease Agreement

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT (this "Assignment") is made this 2 15 day of November, 2006, by and between Morris H. Kulmer whose address is 1980 S. Ridgehollow Drive, Bountiful, UT 84010 and Storage City, LLC whose address is 3282 S. Sunset Hollow, Bountiful, UT 84010 ("Assignor") and Global Signal Acquisitions IV LLC, a Delaware limited liability company ("Assignee") whose address is 301 N. Cattlemen Road, Suite 300, Sarasota, FL 34232.

WHEREAS, Assignor is the current lessor under that PCS Site Agreement dated June 16, 1996 originally by and between Kulmer & Schumacher, a Utah General Partnership and Sprint Spectrum, L.P.., as more fully described in Exhibit "A" attached hereto and incorporated by reference herein (hereafter the "Ground Lease"); and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest in and to that certain Ground Lease (the "Assigned Lease") and Assignee has agreed to accept an assignment thereof; and

WHEREAS, the Assigned Lease pertains to certain real property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Subject Property"); and

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.
- 2. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Assigned Lease, together with any amendments to the Assigned Lease, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Assigned Lease upon the terms and conditions set forth in the Assigned Lease.
- 3. Except as expressly set forth herein, the terms of the Assigned Lease shall remain in full force and effect, unaltered by this Assignment.
- 4. Assignor hereby covenants and agrees that the Assigned Lease is in full force and effect, has not otherwise been modified or extended, and that as of the date hereof, Assignor is not aware of any defaults under the Assigned Lease. Assignor further covenants that it has full right and authority to execute and deliver this instrument. Assignor covenants that it is the lawful owner of the landlord's interest in the Assigned Lease and that

## BK 4178 PG 804

no other party has any interest in or claim against the Landlord's interest in the Assigned Lease, that Assignor has full right and authority to execute and deliver this instrument, and to assign the Assigned Lease to Assignee.

- 5. Assignee hereby agrees to completely indemnify and hold harmless Assignor from and against any and all liability, claims, demands, breaches, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Assigned Lease, which Claims relate to the occurrence or non-occurrence of any event which post date the date of this Assignment.
- 6. Assignor hereby covenants, agrees and represents that all consents, approvals and authorizations necessary to consummate the transaction contemplated hereby have been procured.
- 7. Assignor hereby covenants and agrees that any and all rent, fees or other payments under the Assigned Lease is now fully paid and current.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

Remainder of page intentionally left blank. Signatures and acknowledgments to follow.

**ASSIGNOR:** 

Morris H. Kulmer

Morris H. Kulmer

STATE OF: Utch COUNTY OF: Salt Cale

Personally appeared before me, the undersigned authority in and for the said county and state, on this <u>locally</u>, 2006, within in my jurisdiction, the within named <u>Morris H. Kulmer</u> who acknowledged that he executed the above and foregoing instrument. He is personally known to me or has produced \_\_\_\_\_\_ (type of identification) as identification.

**NOTARIAL SEAL** 

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
February 20, 2008
KELLI OKABE
345 East Broadway
Self Lake City, Utah 84111

Name: KEU CKABE

Notary - State of Utah

My Commission Expires: \$20 20-08

Assignor:

Storage City, LLC

Name:

Its:

STATE OF Sout Cite

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of November, 2006, by within in my jurisdiction, the within named who acknowledged that (he) (she) is of Storage City, LLC, authorized Laborated that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do. (He) (She) personally known to me or has/have produced the said corporation as identification.

**NOTARIAL SEAL** 

NOTARY PUBLIC STATE OF UTAH My Commission Expires February 20, 2008
KELLI OKABE
345 East Broadway
Saft Lake City, Utah 84111

Name: VELL OK NOVAL
Notary - State of Utah

My Commission Expires: 30 308

ASSIGNEE:

Global Signal Acquisitions IV LLC, a Delaware limited liability company

Name: Thomas

STATE OF FLORIDA **COUNTY OF SARASOTA** 

Thomas w. Cource PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this of No., 2006, within my jurisdiction, the within named who acknowledged that he she is 2006. Global Signal Acquisitions IV LLC, a Delaware limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He/She is (type of identification) as identification. personally known to me or has produced \_

**NOTARIAL SEAL** 

Becky L. Brodkorb Commission DD285335 Expires January 27 2008

Name:

Notary - State of Flor

My Commission Expires: 1-7

### BK 4178 PG 808

### **EXHIBIT "A"**

### Lease Description

That certain PCS Site Agreement dated March 06/16/1996 originally by between Kulmer and Schumacher, a Utah general partnership and Sprint Spectrum L.P., a Delaware limited partnership recorded on 11/21/1996 in Deed Book 2066, Page 1062; Re-recorded 11/17/2000 in Deed Book 2715, Page 115; Re-recorded 06/18/2001 in Deed Book 2829, Page 116., as affected by Memorandum of Agreement dated 11/03/2000, as affected by Amendment to PCS Site Agreement dated 05/02/2000, as affected by Third Amendment to PCS Site Agreement dated 04/25/2001, as affected by Assignment of Leases dated 07/30/2004 as affected by Agreement Regarding Ground Lease dated 05/08/2005, as evidenced by Affidavit of Facts Relating to Title dated 10/17/2005 and , recorded on 10/21/2005 in Deed Book 3896, Page 127.

# **EXHIBIT "B"**Subject Property

### Lease Area:

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 00\(\text{\pi}07'34"\) WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2586.47 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89\(\text{\pi}52'26"\) WEST, 1504.65 FEET TO A POINT ON THE WESTERLY LINE OF PROJECT NO. 15-7 (I-15), SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE SOUTH 89\(\text{\pi}49'43"\) WEST, 10.00 FEET; THENCE SOUTH 00\(\text{\pi}10'17"\) EAST, 79.83 FEET; THENCE SOUTH 89\(\text{\pi}49'43"\) EAST, 20.00 FEET TO SAID WESTERLY LINE; THENCE NORTH 00\(\text{\pi}10'17"\) WEST, ALONG SAID WESTERLY LINE, 90.11 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.04 ACRES OR 1,700 SQUARE FEET MORE OR LESS.

### Access and Utility Area:

### 15' WIDE ACCESS UTILITY EASEMENT

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP I NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 00□07'34" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2617.22 FEET TO THE SOUTHERLY LINE OF CENTER STREET; THENCE DEPARTING SAID EAST LINE NORTH 89□50'54" WEST, ALONG SAID SOUTHERLY LINE, 1504.70 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89□50'54" WEST, 15.22 FEET; THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 09□52'00" WEST, 13.09 FEET;

THENCE SOUTH 00□10'17" EAST, 35.49 FEET; THENCE NORTH 89□14'55" EAST, 7.50 FEET; THENCE NORTH 00□10'17" WEST, 10.17 FEET; THENCE NORTH 89□49'43" EAST, 7.50 FEET; THENCE NORTH 00□10'17" WEST, 23.92 FEET; THENCE NORTH 09□52'00" EAST, 14.34 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.01 ACRES OR 651 SQUARE FEET MORE OR LESS.

### EXHIBIT "B" Cont'd

### 20' WIDE ACCESS AND UTILITY EASEMENT

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 00 \$\text{\pi}\$07'34" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2617.22 FEET TO THE SOUTHERLY LINE OF CENTER STREET; THENCE DEPARTING SAID EAST LINE NORTH 89 \$\text{\pi}\$50'54" WEST, ALONG SAID SOUTHERLY LINE, 1566.98 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 89 \$\text{\pi}\$50'54" WEST, 20.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00 \$\text{\pi}\$09'06" WEST, 69.42 FEET; THENCE NORTH 89 \$\text{\pi}\$14'55" WEST, 42.55 FEET; THENCE NORTH 00 \$\text{\pi}\$09'06" EAST, 49.10 FEET TO THE **POINT OF BEGINNING**.

THIS PARCEL CONTAINS 0.05 ACRES OR 2,237 SQUARE FEET MORE OR LESS.

Blank Page (for use by recorder)

This instrument was prepared by: Legal Department Global Signal Acquisitions IV LLC 301 N. Cattlemen Road #300 Sarasota FL 34232