



W3129484

WHEN RECORDED, RETURN TO:

Reagan Outdoor Advertising
C/o Real Estate Department
1775 North Warm Springs Road
Salt Lake City, Utah 84116

000167
11-010-0020

E# 3129484 PG 1 OF 8
Leann H. Kilts, WEBER COUNTY RECORDER
25-Feb-21 0317 PM FEE \$40.00 DEP TN
REC FOR: US TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of February, 2021, by and between The Scott Group, LLC, a Limited Liability Company, whose address is 907 East Woodland Hills Circle; Bountiful, Utah 84010 (“Landlord”); R.O.A. General, Inc., dba Reagan Outdoor Advertising, a Utah corporation, whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116, (“Tenant”); and Bank of Utah whose address is 2309 South Redwood Road; Salt Lake City, Utah 84119 (“Beneficiary”).

RECITALS

A. Beneficiary will be the beneficiary under a Deed of Trust or Mortgage (the “Trust Deed”) to be recorded in the Recorder’s office, County of Weber County, Utah, which Deed of Trust will constitute a lien or encumbrance on that certain real property described on Exhibit “A” attached hereto and by this reference incorporated herein. The Trust Deed and any other related documents may hereafter be referred as the “Loan Documents”.

B. Tenant is the holder of a leasehold estate under a lease of Landlord’s right in a portion of the real property described in Exhibit “A” (the “Demised Premises”) pursuant to the terms of that certain lease agreement dated February 10, 2021, between Landlord, and Tenant (the “Lease”).

C. Landlord, Tenant and Beneficiary desire to establish and/or confirm certain rights, safeguards, obligations and priorities concerning their respective interests by means of the following Agreement.

1. Subject to the terms of this Agreement, the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Trust Deed, to all advances made or to be made under the Loan Documents, and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Loan Documents. Notwithstanding the foregoing, foreclosure of the Trust Deed, through judicial foreclosure, private trustee’s sale or by any other manner, shall not result in a termination of the Lease, and Tenant shall continue to have all right thereunder, including but not limited to the right to possession and occupancy of the Demised Premises, during the term of the Lease or any extensions thereof.

2. Landlord hereby acknowledges that Beneficiary may direct Tenant to pay all past due and future rents to Beneficiary. Tenant shall, upon the receipt of notice from Beneficiary that it is exercising such rights under the Loan Documents, have the obligation to pay all such past due and future rents to Beneficiary. If the interests of Landlord shall be transferred to and owned by

Beneficiary through judicial foreclosure, trustee's sale or other proceedings brought by Beneficiary, or by any other manner, and Beneficiary succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Beneficiary under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension thereof duly exercised by Tenant, with the same force and effect as if Beneficiary were the Landlord under the Lease and Tenant hereby attorns to Beneficiary as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Beneficiary's succeeding to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Beneficiary upon such attornment, to the extent of the then remaining balance of the term of the Lease and any duly exercised extension, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth at length herein.

3. If Beneficiary shall succeed to the interest of Landlord under the Lease, Beneficiary shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and any extensions, renewals, replacements or modifications thereof.

4. The term "Beneficiary" shall succeed to the interest of Landlord under the Lease, Beneficiary shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and any extensions, renewals, replacements or modifications thereof.

5. This Agreement shall not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto their successors and permitted assigns.

6. This Agreement may be executed in several counterparts, and all counterparts, so executed, shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

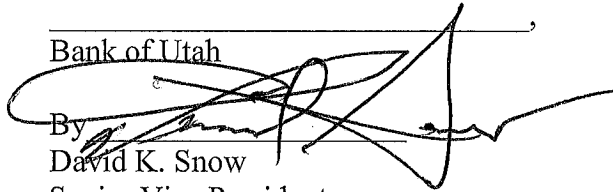
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8. Breach of this Agreement by any party shall obligate such party for all costs and expenses incurred by any non-breaching party in connection with or in any way arising out of such breach, including reasonable attorneys' fees and costs.

9. References to Landlord or Tenant shall include their respective heirs, successors or assigns; provided, however, that nothing herein shall be construed as a removal of any prohibition of or limitation on assignment, transfer alienation, sale, mortgage or other disposition of rights, interests, remedies or estates imposed by other instruments or agreements applicable to any of the parties.

Executed this Agreement as of the day and year first above written.

BENEFICIARY:

Bank of Utah
By 
David K. Snow
Senior Vice President

TENANT:

R.O.A. GENERAL, INC.,
a Utah Corporation

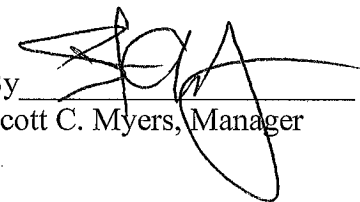
By _____
Its _____

LANDLORD:



The Scott Group, LLC

By _____
Scott D. Smoot, Manager

By 

Scott C. Myers, Manager

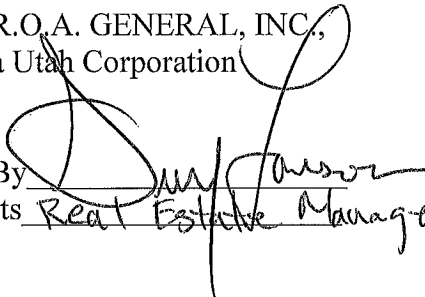
BENEFICIARY:

_____,
Bank of Utah

By _____
David K. Snow
Senior Vice President

TENANT:

R.O.A. GENERAL, INC.,
a Utah Corporation

By 
Its Real Estate Manager

LANDLORD:

_____,
The Scott Group, LLC

By _____
Scott D. Smoot, Manager

By _____
Scott C. Myers, Manager

STATE OF Utah)

COUNTY OF Nebo)

ss.

The foregoing instrument was acknowledged before me this 8-19-2021 day of August, 2021, by David R. Snow, the Senior VP of Bank of Utah.



Melanie Padovich

Notary Public

My Commission Expires:

9-5-21

~~STATE OF UTAH)~~

~~COUNTY OF _____)~~

~~ss.~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of R.O.A. General, Inc..~~

~~Notary Public~~

~~My Commission Expires:~~

~~_____~~

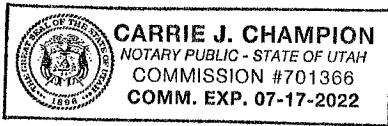
STATE OF UTAH)
 ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 19th day of February, 2021, by Scott D. Smoot and Scott C. Myers, managers of The Scott Group, LLC.

Carrie J. Champion

Notary Public

My Commission Expires: 7.17.22



STATE OF _____)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of _____.

Notary Public
My Commission Expires:

STATE OF UTAH)

ss.

COUNTY OF Salt Lake)

Feb The foregoing instrument was acknowledged before me this 19 day of _____, 2021, by Guy Larson, the Real Estate Manager of R.O.A. General, Inc..

Cheryl A. Parker

Notary Public
My Commission Expires:



EXHIBIT "A"

The following described property is located in Weber County, Utah:

**PART OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE
MERIDIAN, U.S. SURVEY: BEGINNING 656.7 FEET WEST AND
1080.70 FEET NORTH OF THE SOUTHEAST CORNER OF SAID
SECTION 5, AND RUNNING THENCE WEST 825.0 FEET;
THENCE NORTH 294.3 FEET; THENCE NORTH 83D WEST
421.0 FEET; THENCE NORTH 432.0 FEET; THENCE NORTH
68D09'49" EAST 871.0 FEET; TO A FENCE; THENCE SOUTH
2D51' EAST 175.02 FEET; THENCE EAST 13 FEET; THENCE
SOUTH 2D51' EAST 122.15 FEET; THENCE EAST 407.85 FEET
THENCE SOUTH 814.30 FEET TO THE PLACE OF
BEGINNING. TOGETHER WITH THE FOLLOWING RIGHT-
OF-WAY: PART OF THE SOUTHEAST QUARTER, SECTION 5,
TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE
MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT
656.7 FEET WEST AND 2017 FEET NORTH OF THE
SOUTHEAST CORNER OF SAID QUARTER SECTION;
THENCE WEST 429 FEET; THENCE NORTH 2D51' WEST 16
FEET; THENCE EAST 429 FEET; THENCE SOUTH 16 FEET
TO THE PLACE OF BEGINNING. (1478-466)**