

Return to:
WEISS & KALA, LLC
ATTORNEYS AT LAW
6111 PEACHTREE DUNWOODY ROAD, N.E.
BUILDING D
ATLANTA, GA 30328
RCTA 070362

This Instrument was prepared by
~~& after recording returned to:~~
SBA Networks Svcs., Inc
Attn: Legal Department
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.995-7670

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated as of July 12, 2007 by SBA STRUCTURES, INC., a Florida corporation, having its principal office and place of business located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487 ("SBA"), and ABN AMRO MORTGAGE GROUP, INC. ("Lender").

PRELIMINARY STATEMENT:

A. On April 30, 2002 Lender and John M. Weaver, at the time a married man and Ella R. Weaver, his wife at the time ("Landlord") entered into that certain Mortgage recorded on May 8, 2002 as Instrument No. 2002050800214060, in the Office of the Judge of Probate of Shelby County, AL, in the original principal amount of \$83,100.00, encumbering that certain real property (the "Property") described therein (such instrument and all amendments, modifications, renewals, substitutions, extensions, consolidations and replacements thereto and thereof, as applicable, are hereinafter collectively referred to as "Mortgage").

B. On July 12, Landlord and SBA entered into a certain Easement Agreement ("Agreement") for that certain parcel of real property as more particularly described on Exhibit "A" 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:

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 landlord 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 landlord under the Easement. SBA and Lender shall, however, confirm the provisions of this paragraph in writing upon request by either of them.

3. 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.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

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

SBA:

Witnesses:

SBA STRUCTURES, INC., a Florida corporation

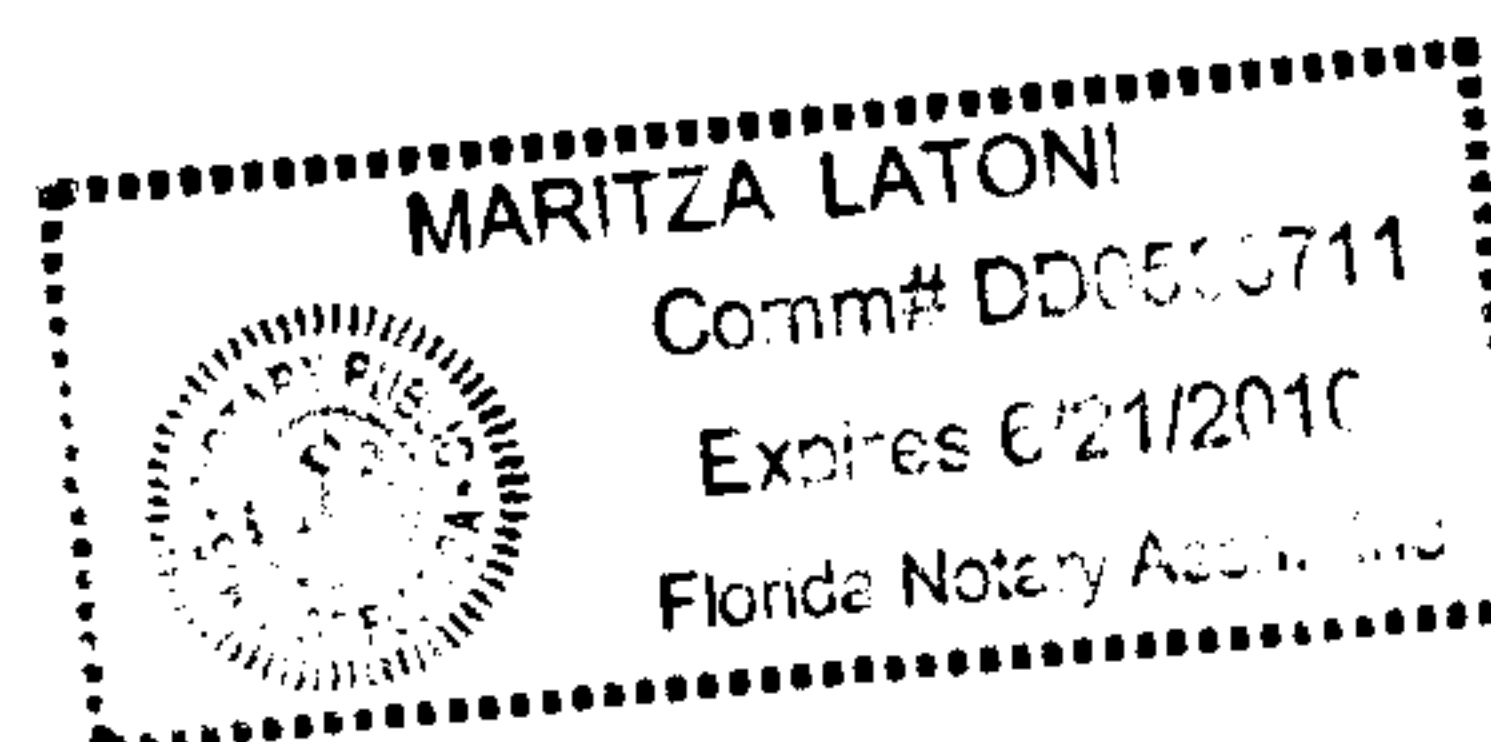
Robert Coyle
Print Name: *Robert Coyle*
Dallas Cooper
Print Name: *Dallas Cooper*

By: *Thomas P. Hunt*
Name: Thomas P. Hunt
Title: Senior V.P. and General Counsel

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 12 day of July, 2007 by Thomas P. Hunt, Senior V.P. and General Counsel of SBA Structures, Inc. a Florida corporation. He is personally known to me.

Maritza Latoni
Notary Public



Witnesses:

LENDER:

ABN AMRO MORTGAGE GROUP, INC.

Patrick Hayner
Name: Patrick Hayner

By: Beverly J. Missig
Print Name: Beverly J. Missig

Tom Moore
Name: Tom Moore

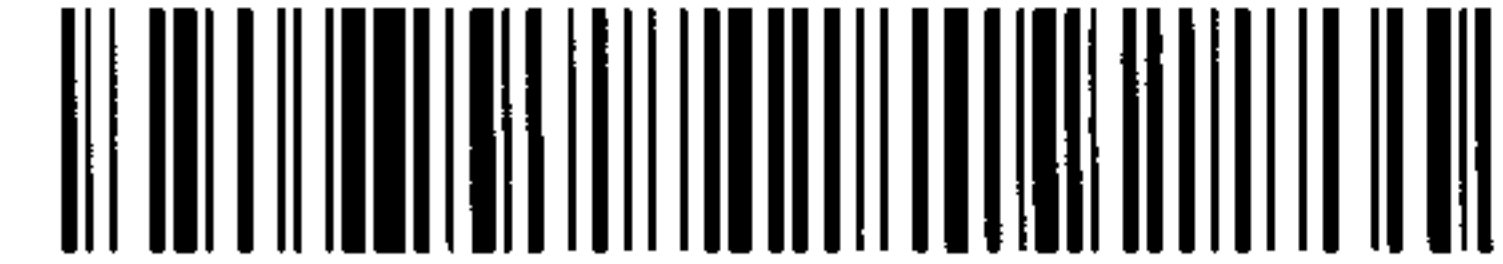
Title: Assistant Vice President

State of ~~Alabama~~ Michigan
Oakland County

I, Racquell Jacobs, a Notary, in and for said County, in said State, hereby certify that Beverly J. Missig whose name as A.V.P. (title) of ABN AMRO Mortgage Group, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me in this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 11TH day of July, 2007.

Racquell Jacobs
Notary Public Racquell Jacobs
Oakland County, Michigan
Acting in Oakland County
My commission expires on July 27, 2007
(SEAL)



20070913000429570 6/7 \$29.00
Shelby Cnty Judge of Probate, AL
09/13/2007 12:33:40PM FILED/CERT

Exhibit "A"

Legal Description of the Premises

A parcel of land lying in Section 14, Township 20 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at an axle found at the Southeast corner of the parcel of land described in Instrument #2002/241390 in the Judge of Probate Office, Shelby County, Alabama; thence run N 46°26'54" W for a distance of 1.41 feet to a 5/8" rebar set (LS#19753) and the Point of Beginning; thence S 88°33'06" W for a distance of 100.00 feet to a 5/8" rebar set (LS#19753); thence N 01°26'54" W for a distance of 100.00 feet to a 5/8" rebar set (LS#19753); thence N 88°33'06" E for a distance of 100.00 feet to a 5/8" rebar set (LS#19753); thence S 01°26'54" E for a distance of 100.00 feet to the Point of Beginning. Said above described parcel contains 0.23 acres more or less.

30' INGRESS/EGRESS AND UTILITY EASEMENT

An easement lying in Section 14, Township 20 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

~~Commence at an axle found at the Southeast corner of a parcel of land described~~
in Instrument #2002/241390 in the Judge of Probate Office, Shelby County, Alabama; thence run N 46°26'54" W for a distance of 1.41 feet to a 5/8" rebar set (LS#19753); thence S 88°33'06" W for a distance of 100.00 feet to a 5/8" rebar set (LS#19753); thence N 01°26'54" W for a distance of 100.00 feet to a 5/8" rebar set (LS#19753); thence N 88°33'06" E for a distance of 50.00 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 01°26'54" W for a distance of 25.45 feet to a point; thence N 86°21'53" W for a distance of 52.76 feet to a point; thence S 73°55'31" W for a distance of 55.88 feet to a point; thence N 84°38'50" W for a distance of 63.77 feet to a point; thence N 88°54'24" W for a distance of 82.87 feet to a point; thence S 82°45'50" W for a distance of 36.82 feet to a point; thence S 59°50'10" W for a distance of 92.69 feet to a point; thence S 48°55'05" W for a distance of 86.68 feet to a point; thence S 87°54'41" W for a distance of 7.75 feet to the West property line of the above mentioned parcel of land and the Point of Ending. Said above described easement contains 0.37 acres more or less.

**25' INGRESS/EGRESS EASEMENT (INSTRUMENT
#20020508000214060)**

AND ALSO, A 25 FOOT INGRESS/EGRESS EASEMENT IS GRANTED BEING 25 FEET IN EQUAL WIDTH ON THE NORTH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT A CONCRETE MONUMENT IN PLACE ACCEPTED AS THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE PROCEED NORTH 00 DEGREES 56 MINUTES 54 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 209.81 FEET TO A 1 INCH DRILL BIT IN PLACE; THENCE PROCEED NORTH 89 DEGREES 53 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 525.01 FEET TO THE POINT OF BEGINNING OF SAID 25 FOOT EASEMENT. FROM THIS BEGINNING POINT PROCEED NORTH 89 DEGREES 53 MINUTES 08 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID EASEMENT FOR A DISTANCE OF 290.47 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 47 AND THE TERMINATION OF SAID EASEMENT. ALL BEING SITUATED IN SHELBY COUNTY, ALABAMA.
