SITE NAME: TUC MAGNET SCHOOL

SITE NUMBER: 308618 ATTY/DATE: LAB/3.21.2016

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made as of the latter signature date below.
between, with its mailing
address located at 1010 East Tenth Street, Tucson, Arizona 85719, hereinafter designated LESSOR
and VERIZON WIRELESS (VAW) LLC, d/b/a Verizon Wireless, with its principal office located
at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number
866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times
collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property located in Pima County at 400 North 2nd Avenue, Tucson, Arizona 85705, identified as Pima County Assessor Parcel Numbers 117-051-030, 117-05-125A, 117-05-001A, 117-05-0020, 117-05-105B, 117-05-1120, 117-05-111A, 117-05-110, and 117-05-10401, being substantially as described herein in Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is collectively referred to hereinafter as the Property), such portion being described as (i) an approximate 7' by 13' parcel containing approximately 91 square feet (the "Land Space"); and (ii) sufficient space on an existing light pole ("the Pole") for LESSEE's antennas and related remote radio heads, mounts and system appurtenances ("Antenna Space"); together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along an eighteen foot (18') wide right-of-way extending from the nearest public right-of-way, 6th Street, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way to, from, and among the Land Space and the Antenna Space, said Land Space, Antenna Space, and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

- 2. <u>SURVEY</u>. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B." Cost for such work shall be borne by LESSEE.
 - 3. TERM; RENTAL; ELECTRICAL.

This Agreement shall be effective as of the date of full execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Three Thousand Six Hundred and 00/100 Dollars (\$3,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of August, 2016, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or August 1, 2016, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until sixty (60) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to LESSOR the rental payments for January 1 and February 1 by March 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to LESSOR the rental payments for January 1 and February 1 by March 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation

to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity, without mark up or profit. All invoices for power consumption (i) shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375, and must reference the following: Site: TUC Magnet School, Location #: 308618; (ii) shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"); and (iii) shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LESSOR fails to deliver an invoice to LESSEE within the Invoice Period, LESSOR waives any right to collect any electrical charges from LESSEE for the subject calendar year. LESSEE shall pay each annual power consumption charge within sixty (60) days after receipt of the invoice from LESSOR.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall

have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

- 4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term."
- 5. <u>EXTENSION RENTALS</u>. Beginning upon the commencement of the first (1st) five (5) year extension term, and upon the commencement of each five (5) year extension term thereafter during the Term, the annual rent shall increase by an amount equal to fifteen percent (15%) of the annual rent paid during the last twelve (12) month period of the immediately preceding five (5) year term.
 - 6. [INTENTIONALLY OMITTED]
 - 7. [INTENTIONALLY OMITTED]
- USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the 8. purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSEE shall use commercially reasonable efforts to match the color theme of ground equipment and enclosures to the adjacent existing uses on the Property. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall reasonably cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) LESSEE determines that any soil boring tests are unsatisfactory, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE..

9. <u>INDEMNIFICATION</u>. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost:

- i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence;
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than \$1,000,000 per occurrence; and
- iii. Workers Compensation insurance providing the statutory benefits and not less than \$1,000,000 of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

- 11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 12. <u>ANNUAL TERMINATION</u>. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR. If LESSEE elects to terminate the Agreement under this Paragraph 12, then LESSEE shall pay to LESSOR a termination fee in an amount equal to six (6) months' rent at the then current rate.
- LESSEE agrees to install equipment of the type and 13. INTERFERENCE. frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within sixty (60) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

- 15. <u>HOLDOVER</u>. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to 130% of the rent amount applicable during the month immediately preceding such expiration or earlier termination.
- Agreement, to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of Lessor, whether by will or intestate succession, or any conveyance to Lessor's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a transfer of the Property for which LESSEE has any right of first refusal.
- 17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.
- 18. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 19. <u>TITLE</u>. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of

title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

- 20. <u>INTEGRATION</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 21. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.
- ASSIGNMENT. This Agreement may be sold, assigned or transferred by the 22. LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. This Agreement may be sold assigned or transferred by the LESSOR, provided that any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. LESSEE has no right to sublease the premises without approval of the LESSOR. The Parties acknowledge and agree that LESSOR shall have the right to co-locate a third-party communications provider ("Third Party") on the Pole, provided that (i) such Third Party's equipment does not cause interference with LESSEE's equipment as set forth in Paragraph 13 above, and (ii) such Third Party's equipment is mounted on the Pole so as to be no closer than five feet (5') from the nearest LESSEE antenna, measured top to bottom. In the event such Third Party equipment shall be mounted on the Pole so as to be less than five feet (5') from any LESSEE antenna, LESSEE's prior written consent shall be required.
- 23. <u>NOTICES</u>. All notices hereunder (except for telephonic or email notice pursuant to Paragraph 36, below) must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the

next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

1010 East Tenth Street Tucson, Arizona 85719

LESSEE: Verizon Wireless (VAW) LLC

d/b/a Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate Site: TUC Magnet School SC

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 24. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not 25. later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and The Non-Disturbance Agreement shall include the encumbering party's cure periods. ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest

encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. <u>RECORDING</u>. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.
- 28. <u>REMEDIES</u>. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be

due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

- a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.
- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such noncompliance results from conditions caused by LESSEE; and (b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.
- c. In the event that abatement of hazardous materials is required in connection with the construction of the Premises, LESSOR shall take responsibility as generator of the waste resulting from the abatement and shall cooperate with any necessary abatement procedures, including signing all necessary documents and manifest required for abatement. "Hazardous Material" shall mean any material, substance, chemical or waste identified as

hazardous, toxic, solid waste or dangerous in any applicable federal, state or local Law or regulation (including petroleum, impacted soils and asbestos).

30. <u>CASUALTY</u>. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. [INTENTIONALLY OMITTED]

- 32. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- 33. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.
- 34. <u>SURVIVAL</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

- 35. <u>CAPTIONS</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
- ACCESS TO PREMISES. LESSOR agrees the LESSEE shall have twenty-four 36. (24) hour, seven (7) day-a-week free access to the Premises at all times for the purpose of installing and maintaining the said equipment, subject to the right of LESSOR to reasonably require LESSEE to check-in with the school office when school is in session or the adjoining fields are in use. Except in case of emergency LESSEE shall complete such work during daylight hours. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site, including, but not limited to keys and/or keyed access codes It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. LESSEE shall provide LESSOR with twenty-four (24) hour notice of LESSEE's intent to enter the Premises, except in case of emergency, by calling Tucson High at (520) 225-5000, or by **LESSOR** webmaster@tusd1.org emailing at and Tucson High at http://edweb.tusd.k12.az.us/thms/contact-us.html. In the event of a change to LESSOR's contact information as set forth in this Paragraph, LESSOR shall provide updated contact information to LESSEE in writing and by telephone within twenty-four (24) hours by (i) calling LESSEE at the phone number set forth in Paragraph 1 above and (ii) sending written notice to LESSEE at the address set forth in Paragraph 23 above. LESSOR shall notify LESSEE LESSOR shall take all reasonable actions to prevent access to the Premises and any improvements located thereon by any unauthorized persons. LESSEE shall furnish LESSOR with necessary means of access for the purpose of ingress and egress to the Land Space, including, but not limited to keys and/or keyed access codes. Notwithstanding the foregoing, such access shall not include any equipment or equipment cabinets located thereon. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSOR or persons under their direct supervision will be permitted to enter the Land Space.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LESSOR:
Ву:
Name:
Title:
Date:
LESSEE:
Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless
By:
Name: Aparna Khurjekar
Title: Vice President – Field Network
Data

Exhibit "A"

(Legal description of The Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

That portion of Lot 1, Block 76, City of Tucson, according to Book 2 of Maps, Page 4, records of Pima County, Arizona, described as follows:

Beginning at the Northeast corner of said Lot 1;

Thence South, along the East line of said Lot 1, 44 feet;

Thence West, parallel with the North line of said Lot 1, 138 feet;

Thence North, parallel with the East line of said Lot 1, 44 feet to the North line of said Lot 1;

Thence East, along the North line of said Lot 1, 138 feet to the point of beginning.

APN: 117-051-030

PARCEL B:

Parcel No. 1:

Block 77, CITY OF TUCSON, according to Book 3 of Maps and Plats, Pages 70 and 71, records of Pima County, Arizona;

Except the following described property:

Beginning at a point, said point being on the South line of Block 77 distant 155 feet West of the Southeast corner of Block 77;

Thence North, parallel with the West line of First Avenue, 115 feet;

Thence West, parallel with the North line of Eight Street, 50 feet;

Thence South, parallel with the West line of First Avenue, 115 feet to a point in the South line of Block 77;

Thence East, along the South line of said block, 50 feet to the POINT OF BEGINNING.

Parcel No. 2:

All of First Avenue between the South line of Seventh Street and the North line of Eighth Street; and All of Second Avenue between the South line of Seventh Street and the North line of Eighth Street as abandoned in Ordinance No. 3611 recorded March 12, 1971 in Docket 3951, Page 201.

APN: 117-05-125A

PARCEL C:

Parcel No. 1:

Block 65, according to the official survey, map and filed notes of the City of Tucson, made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) on June 26, 1872, a copy of which map is of record in the office of the County recorder, Pima County, Arizona, in Book 3 of Maps and Plats, Pages 70 and 71;

EXCEPT gold, silver, cinnabar or copper or to any valid mining claim as reserved in Patent recorded in Book 2 of Deeds, Page 311.

Parcel No. 2:

All of 7th Street between the West line of 1st Avenue and the East line of 2nd Avenue; AND all of 2nd Avenue between the North line of 7th Street and a line parallel with and 5.4 feet Southerly from the South line of 6th Street, according to the official survey, map and filed notes of the City of Tucson, made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) on June 26, 1872, a copy of which map is of record in the office of the County recorder, Pima County, Arizona, in Book 3 of Maps and Plats, Pages 70 and 71, as deeded pursuant to Ordinance No. 3337, by Quit Claim Deed recorded October 15, 1969 in Docket 3601, Page 141.

EXCEPT gold, silver, cinnabar or copper or to any valid mining claim as reserved in Patent recorded in Book 2 of Deeds, Page 311.

Parcel No. 3:

That portion of 7th Street, according to the official survey, map and filed notes of the City of Tucson, made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) on June 26, 1872, a copy of which map is of record in the office of the County recorder, Pima County, Arizona, in Book 3 of Maps and Plats, Pages 70 and 71, as deeded pursuant to Ordinance No. 3611, by Quit Claim Deed recorded March 12, 1971 in Docket 3951, Page 201;

EXCEPT gold, silver, cinnabar or copper or to any valid mining claim as reserved in Patent recorded in Book 2 of Deeds, Page 311.

APN: 117-05-001A

PARCEL D:

Parcel 1 (Tucson High Stadium)

Lots 1 through 12, Block 66, of the City of Tucson, according to the map and plat of record in the Pima County Recorder, Pima County, Arizona, in Book 2 of Maps and Plats at Page 4, EXCEPT the north 5.4 feet of Lots 1 and 2 in said Block 66.

Parcel 2 (Tucson High Stadium)

That certain north-south alley running through Block 66, of the City of Tucson, according to the map and plat of record in the Pima County Recorder, Pima County, Arizona, in Book 2 of Maps and Plats at Page 4, lying north of the easterly projection of the south line of Lot 11 in said Block 66

and north of a line 5.4 feet southerly of and parallel with the easterly prolongation of the north line of Lot 2 in said Block 66.

APN: 117-05-0020

PARCEL E:

Parcel No. 1:

All of the North-South alley (also known as Bean Avenue), being 26.4 feet wide, in Block 76, CITY OF TUCSON, according to Book 3 of Maps and Plats, Pages 70 and 71, records of Pima County, Arizona.

Parcel No. 2:

All that portion of Seventh Street in City of Tucson, lying between the East line of Third Street and the Northerly prolongation of the East line of the North-South alley (also known as Bean Avenue), being 26.4 feet wide, in Block 76, CITY OF TUCSON, according to Book 3 of Maps and Plats, Pages 70 and 71, records of Pima County, Arizona.

APN: 117-05-105B

PARCEL F:

Lot 6, Block 76, CITY OF TUCSON, according to Book 2 of Maps and Plats, Page 4, records of Pima County, Arizona.

APN: 117-05-1120

PARCEL G:

Parcel No. 1:

That portion of Block 76, CITY OF TUCSON, according to Book 3 of Maps and Plats, Page 70, records of Pima County, Arizona, more particularly described as follows:

BEGINNING at a point in the East boundary line of said Block 76, distant 132 feet South from the Northeast corner of said block;

Thence Southerly along said East boundary line of said block, a distance of 66 feet;

Thence Westerly, parallel with the North line of said Block, a distance of 184.8 feet to a point in the East line of the alleyway running North and South through said Block;

Thence Northerly, along the East line of said alleyway, a distance of 66 feet;

Thence Easterly parallel with the North line of said Block, a distance of 184.8 feet to the POINT OF BEGINNING,

Being sometimes known as Lot 5, Block 76, City of Tucson, according to Book 2 of Maps and Plats, Page 4, records of Pima County, Arizona.

Parcel No. 2:

The South 17 feet of the West 46.8 feet of Lot 4, Block 76, CITY OF TUCSON, according to Book 2 of Maps and Plats, Page 4, records of Pima County, Arizona.

APN: 117-05-111A

PARCEL H:

That portion of Block 76, CITY OF TUCSON, according to Book 3 of Maps and Plats, Pages 70 and 71, records of Pima County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Block 76;

Thence South along the East line of said Block, 132 feet to the TRUE POINT OF BEGINNING;

Thence West, parallel with the North line of said Block, 138 feet;

Thence North, parallel with the East line of said Block, 44 feet;

Thence East, parallel with the North line of said Block, 138 feet;

Thence South along the East line of said Block, 44 feet to the TRUE POINT OF BEGINNING, Being unofficially known as the South 44 feet of the East 138 feet of Lot 4 in Block 76 of the City of Tucson, Pima County, Arizona.

APN: 117-05-1100

PARCEL I:

That portion of Lots 1 and 4, Block 76, CITY OF TUCSON, according to Book 2 of Maps and Plats, Page 4, records of Pima County, Arizona, more particularly described as follows: BEGINNING at a point in the East boundary line of said Lot 1, distant 44 feet South from the Northeast corner of said Lot 1, being also the Northeast corner of said Block 76; Thence Westerly, parallel with the North boundary line of said Lot 1, a distance of 138 feet; Thence Southerly parallel with the East boundary line of said Lots 1 and 4, a distance of 44 feet; Thence Easterly parallel with the North boundary line of said Lot 1, a distance of 138 feet to a point on the East boundary line of said block;

Thence Northerly, a distance of 44 feet to the POINT OF BEGINNING, sometimes referred to as the South 22 feet of the East 138 feet of Lot 1 and the North 22 feet of the East 138 feet of Lot 4, Block 76 of the City of Tucson.

APN: 117-05-10401

Exhibit "B"

(Description and Depiction of the Premises)

[SEE ATTACHED]





management e, AZ 85258) 451 9608

project Scottsdale, / fax: 480 4

architecture / 10245 E. Via Linda, 3 ph: 480 451 9609

Verizon wireless

CLIENT

126 W. GEMINI DR. TEMPE, AZ 85283

CONSTRUCTION SIGNATURE

FACILITIES SIGNATURE

RF SIGNATURE

283

LS-2 LS-3

T-1 LS-1

SHEET INDEX

SITE PHOTO

THE PROJECT CONSISTS OF THE INSTALLATION OF (2) ANTENNAS ON AN EXISTING BALL FIELD LIGHT POLE AND THE INSTALLATION OF AN ADJACENT GROUND MOUNTED EQUIPMENT CABINET ON CONCRETE SLAB. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

THIS DOCUMENT CONTAINS AN ELECTRONIC SIGNATURE PURSUANT TO A.R.S. TITLE 41 AND TITLE 44. IT IS A VIOLATION FOR ANY PERSON, UNIESS UNDER THE DIRECT SUPPERVISION OF THE REGISTRANT, TO MODIFY THIS DOCUMENT IN ANY WAY.

LIMINARY UNLESS SIGNED

——DESCRIPTION—

-DATE

NO.

3/18/2016

0

32° 13' 34.636" N 110° 57' 45.770" W 2386.2' A.M.S.L. LONGITUDE: GROUND ELEVATION: SITE COORDINATES LATITUDE:

-ARCHITECTS JOB NO. — YDC-6143

INFORMATION

FROM VERIZON OFFICE IN TEMPE, ARIZONA: HEAD WEST ON W. GEMINI DR TOWARD S. ASH AVE. TURN LEFT ONTO S. ASH AVE. TURN RIGHT ONTO W. GUADALUPE RD. TAKE THE 1ST LEFT ONTO S. KYRENE RD. TURN RIGHT ONTO W. GROVE PKWY. CONTINUE ONTO S. PRIEST DR. TURN RIGHT ONTO W. ELLIOT RD. TURN LEFT TO MERGE ONTO I-10 E TOWARD TUCSON. MERGE ONTO I-10 E. TAKE EXIT 257 TOWARD ST. MARY'S ROAD / SPEEDWAY BLVD. MERGE ONTO N. FREEWAY. TURN LEFT ONTO W. ST. MARY'S RD. CONTINUE ONTO W. 6TH ST. TURN RIGHT. SITE DIRECTIONS

SC

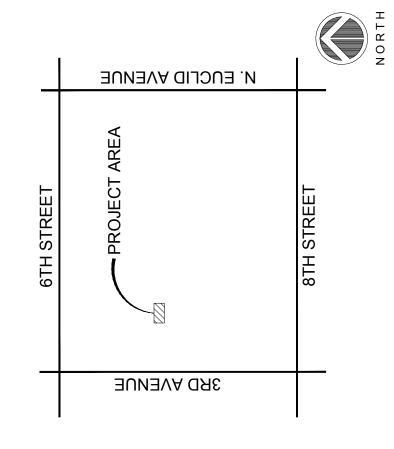
TUC MAGNET-SCHOOL

400 N. 2ND AVENUE TUCSON, AZ 85705

SHEE

TITLE

JURISDICTION



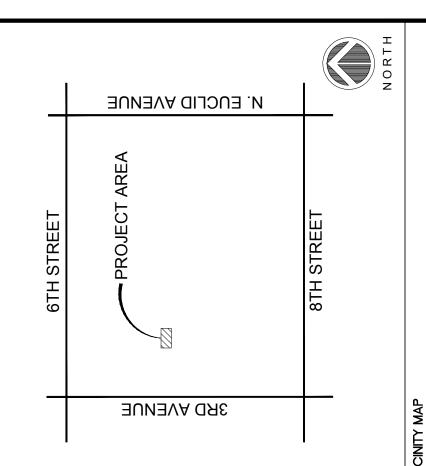
	N. EUCLID AVENUE	NONHTH	
6TH STREET	PROJECT AREA	8TH STREET	
	3ND AVENUE		VICINITY MAP

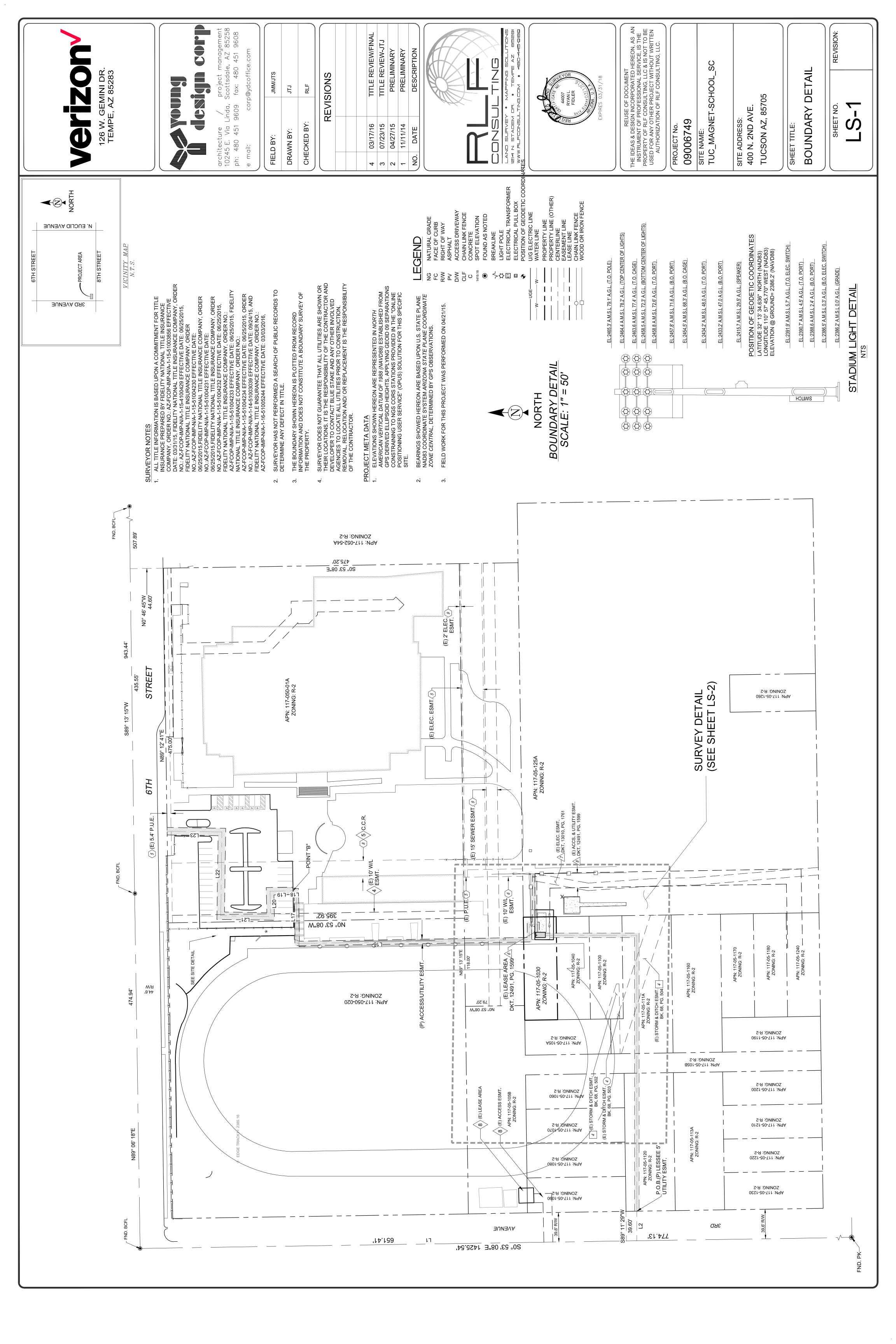
NUMBEF

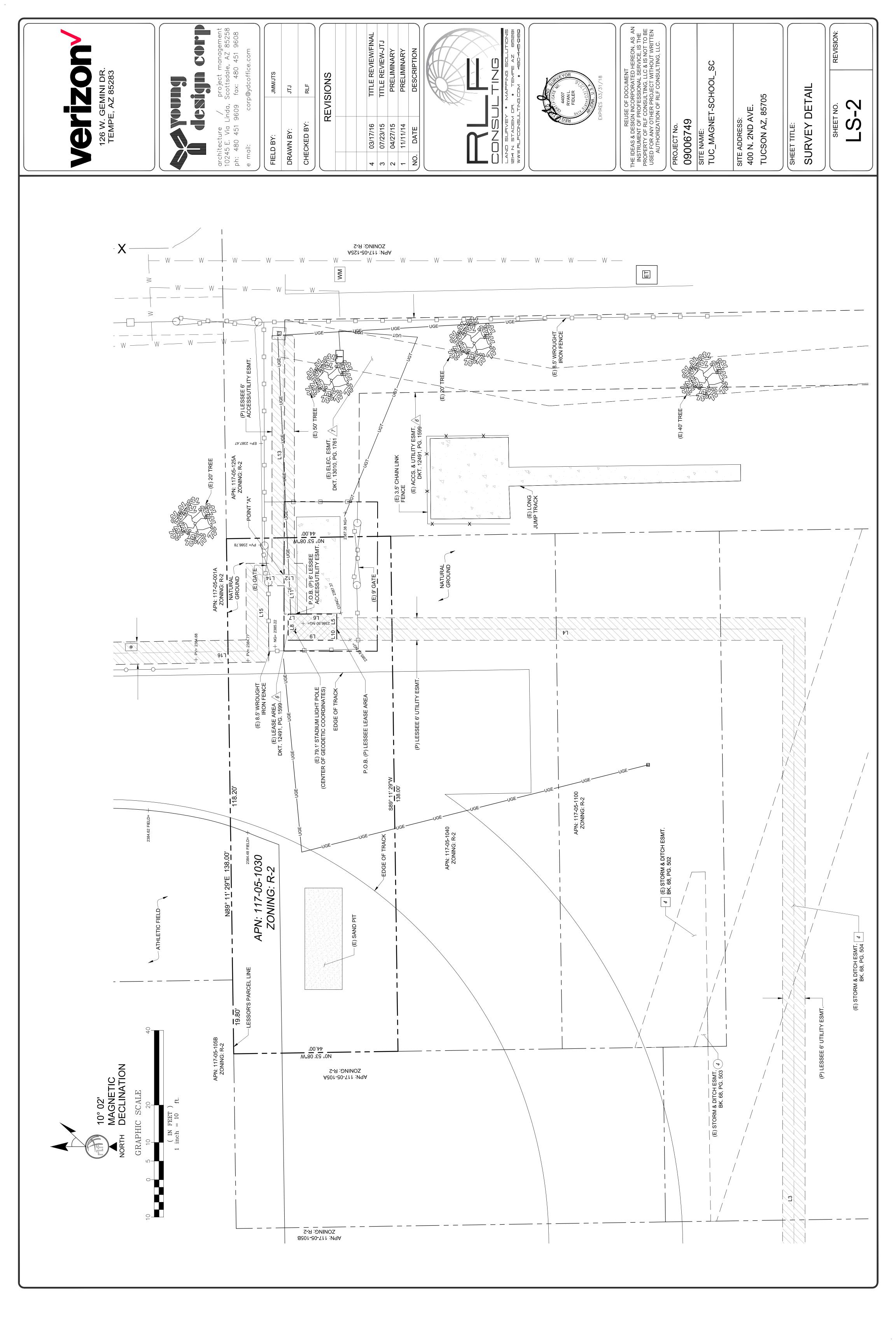
SHEET

Ą	VERIZON WIRELESS 126 W. GEMINI DR. TEMPE, ARIZONA, 8528 R-2 117-050-030		2011 N.E.C. 2012 I.M.C. 2012 I.F.C.				
PROJECT DATA	LEASEE: ZONING: APN:	BUILDING CODES:					
CLIENT	VERIZON WIRELESS 126 W. GEMINI DR. TEMPE, ARIZONA, 85283 CONTACT: TERRY SKULA PHONE: T.B.D.	PROPERTY OWNER	TUCSON UNIFIED SCHOOL DISTRICT 1010 E. TENTH STREET TUCSON, AZ 85719 CONTACT: RICHARD MURILLO PHONE: (520) 225-4762	SITE ACQUISITION	INSITE INC. 9665 E. NARANJA AVE. MESA, AZ 85209 CONTACT: CHRISTINE TUCKER PHONE: (480) 586-5180	АВСИПЕСТ	YOUNG DESIGN CORP. 10245 E. VIA LINDA, SUITE 211 SCOTTSDALE, ARIZONA, 85258 CONTACT: MATT YOUNG PHONE: (480) 451-9608 FAX: (480) 451-9608
NDEX	PROJECT INFORMATION AND DATA BOUNDARY DETAIL SURVEY DETAIL LEGAL DESCRIPTIONS SITE PLAN	ENLARGED SITE PLAN	NORTH ELEVATION				

RLF CONSULTING
1214 N. STADEM DR.
TEMPE, AZ, 85281
CONTACT: RYAN FIDLER
PHONE: (480) 445-9189







LESSOR'S LEGAL DESCRIPTION (APN: 117-05-001A)

BLOKE GA ACCORDING TO THE OFFICIAL SURVEY, MAP AND FILED NOTES
BLOKE GA, ACCORDING TO THE OFFICIAL SURVEY, MAP AND FILED NOTES
OF THE CITY OF TUCSON, MADE AND EXECUTED BY S. W.
FOREMAN AND APPROVED AND ADOPTED BY THE MAYOR AND COMMON
COUNCIL OF SAID CITY (THEN VILLAGE) NO JUNE 28, 1872,
A COPY OF WHIGH MAP IS OF RECORD IN THE OFFICE OF THE COUNTY
RECORDER, PIMA COUNTY, ARIZONA, IN BOOK 3 OF MAPS AND
PLATS, PAGES 31.

EXCEPT GOLD, SILVER, CINNABAR OR COPPER OR TO ANY VALID MINING
CLAIM AS RESERVED IN PATENT RECORDED IN BOOK 2 OF
DEEBDS, PAGE 311.

PARCEL NO. 2:
ALL OF 7TH STREET BETWEEN THE WEST LINE OF 1ST AVENUE AND THE
EAST LINE OF AND AVENUE; AND ALD PADAPENUE
END WORTH LINE OF 7TH STREET AND A LINE PARALLEL WITH
AND 5.4 FEET SOUTHERLY FROM THE SOUTH LINE OF 6TH STREET,
ACCORDING TO THE OFFICIAL SURVEY, MAP AND FILED NOTES OF THE CITY
OF TUCSON, MADE AND EXCUSTED BY S. W. FOREMAN AND
OF TUCSON, MADE AND EXCUSTED BY S. W. FOREMAN AND
CITY (THEN VILLAGE) ON JUNE 28, 1872, A COPY OF
WHICH MAP IS OF RECORDS IN THE OFFICE OF THE COUNTY RECORDER,
PAGES 70 AND 77.1 AS DEEDED PURSUANT TO ORDINANCE NO. 3337, BY QUIT
CLAIM DEED RECORDED OCTOBER 15, 1989 IN DOCKET
3601, PAGE 141

EXCEPT GOLD, SILVER, CINNABAR OR COPPER OR TO ANY VALID MINING
CLAIM AS RESERVED IN PATENT RECORDED IN BOOK 2 OF
DEEDS, PAGE 311.

PARCEL NO. 3:
THAT PORTION OF 7TH STREET, ACCORDING TO THE OFFICIAL SURVEY, MAP
AND FILED NOTES OF THE CITY OF TUCSON, MADE AND
CLAIM AS RESERVED IN PATENT RECORDED DIN SURVEY ON JUNE 28, 1872, A COPY OF WHICH MAP IS OF RECORD DIN
RECORDED BY S. W. FOREMAN AND APPROVED AND ADOPTED BY THE
MAYOR AND COMMON COUNTY, GREED PURSUANT TO
ORDINANCE NO. 3611, BY QUIT CLAIM DEED RECORDED
MARCH 11, 1971 IN DOCKET 361, PAGE 201, BY AGE 201,
EXCEPT GOLD, SILVER, CINNABAR OR COPPER OR TO ANY VALID MINING
CLAIM AS RESERVED IN PATENT RECORDED IN BOOK 2 OF
EXCEPT GOLD, SILVER, CINNABAR OR COPPER OR TO ANY VALID MINING
CLAIM AS RESERVED IN PATENT RECORDED IN BOOK 2 OF
DEEDS, PAGE 311.

SCHEDULE B EXCEPTIONS(APN: 117-05-001A)

3. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: EASEMENT LAND USE AGREEMENT
RECORDING DATE: DECEMBER 21, 1964
RECORDING NO: DOCKET 2394, PAGE 58
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL
PARTICULARS.
(AFFECTS PARCELS NO. 1 AND 2) (BLANKET)

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT: PURPOSE: STREET, SEWER, DRAINAGE AND UTILITY USE RECORDING DATE: OCTOBER 15, 1969
RECORDING NO: DOCKET 3601, PAGE 134
(AFFECTS PARCELS NO. 1 AND 2) 2

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT: PURPOSE: WATER PIPES AND MAINS RECORDING DATE: OCTOBER 15, 1969 RECORDING NO: DOCKET 3601, PAGE 136 (AFFECTS PARCEL NO. 2) 9

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT: PURPOSE: ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OR S'RECORDING DATE: OCTOBER 15, 1969
RECORDING NO: DOCKET 3601, PAGE 140
(AFFECTS PARCEL NO. 2)

(,

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT

8

RECORDING NO: DOCKET 3601, PAGE 141 (AFFECTS PARCEL NO. 2)

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: RIGHT OF WAY
RECORDING DATE: OCTOBER 15, 1969
RECORDING NO: DOCKET 3601, PAGE 142
(AFFECTS PARCEL NO. 2)

(6)

LESSOR'S LEGAL DESCRIPTION (APN: 117-05-125A)
PARCEL NO. 1:
BLOCK 77, CITY OF TUCSON, ACCORDING TO BOOK 3 OF MAPS AND PLATS,
PAGES 70 AND 71, RECORDS OF PIMA COUNTY, ARIZONA;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING AT A POINT, SAID POINT BEING ON THE SOUTH LINE OF BLOCK
77 DISTANT 155 FEET WEST OF THE SOUTHEAST CORNER OF BLOCK 77;
THENCE NORTH, PARALLEL WITH THE WEST LINE OF FIRST AVENUE, 115
FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE OF EIGHT STREET,
50 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF FIRST
AVENUE, 115 FEET TO A POINT IN THE SOUTH LINE OF BLOCK 77; THENCE
EAST, ALONG THE SOUTH LINE OF SAID BLOCK, 50 FEET TO THE POINT OF
BEGINNING.

2

PARCEL NO. 2:
ALL OF FIRST AVENUE BETWEEN THE SOUTH LINE OF SEVENTH STREET
AND THE NORTH LINE OF EIGHTH STREET; AND ALL OF SECOND AVENUE
BETWEEN THE SOUTH LINE OF SEVENTH STREET AND THE NORTH LINE OF
EIGHTH STREET AS ABANDONED IN ORDINANCE NO. 3611 RECORDED
MARCH 12, 1971 IN DOCKET 3951, PAGE 201.

LESSOR'S LEGAL DESCRIPTION (APN: 117-05-1030)
THAT PORTION OF LOT 1, BLOCK 76, CITY OF TUCSON, ACCORDING TO BOOK 2 OF MAPS, PAGE 4, RECORDS OF PIMA COUNTY,
ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, 44 FEET;

THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID LOT 1, 44 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 138 FEET;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, 138 FEET TO THE POINT OF BEGINNING.

LESSOR'S LEGAL DESCRIPTION (APN: 117-05-1100)
THAT PORTION OF BLOCK 76, CITY OF TUCSON, ACCORDING TO BOOK 3 OF MAPS AND PLATS, PAGES 70 AND 71, RECORDS OF PIMA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 76; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK, 132 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID BLOCK, 138 FEET; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID BLOCK, 44 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK, 138 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK, 44 FEET TO THE TRUE POINT OF BEGINNING, BEING UNOFFICIALLY KNOWN AS THE SOUTH 44 FEET OF THE EAST 138 FEET OF LOT 4 IN BLOCK 76 OF THE CITY OF TUCSON, PIMA COUNTY, ARIZONA.

SCHEDULE B EXCEPTIONS(APN: 117-05-1100)

EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE PLAT RECORDED IN BOOK 3 OF MAPS, PAGES 70 AND 71. (DOES NOT AFFECT SUBJECT PARCEL) 4.

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: STORM DRAIN, OF THE OPEN DITCH TYPE OR CULVERT TYPE OR BOTH
RECORDING DATE: DECEMBER 17, 1939
RECORDING NO: BOOK 68 OF MISCELLANEOUS, PAGE 503

LESSOR'S LEGAL DESCRIPTION (APN: 117-05-111A) PARCEL NO. 1:

K 76, CITY OF TUCSON, ACCORDING TO BOOK 3 OF 70, RECORDS OF PIMA COUNTY, ARIZONA, MORE 3ED AS FOLLOWS: THAT PORTION OF BLOCK MAPS AND PLATS, PAGE 70 PARTICULARLY DESCRIBEI

BEGINNING AT A POINT IN THE EAST BOUNDARY LINE OF SAID BLOCK 76, DISTANT 132 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID BLOCK; THENCE SOUTHERLY ALONG SAID EAST BOUNDARY LINE OF SAID BLOCK, A DISTANCE OF 184.8 FEET TO A POINT IN THE EAST LINE OF THE ALLEYWAY RUNNING NORTH AND SOUTH THROUGH SAID BLOCK; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID ALLEYWAY, A DISTANCE OF 184.8 FEET TO THE POINT OF BEGINNING, OF SAID BLOCK, A DISTANCE OF 184.8 FEET TO THE POINT OF BEGINNING, BEING SOMETIMES KNOWN AS LOT 5, BLOCK 76, CITY OF TUCSON, ACCORDING TO BOOK 2 OF MAPS AND PLATS, PAGE 4, RECORDS OF PIMA COUNTY, ARIZONA.

PARCEL NO.

THE SOUTH 17 FEET OF THE WEST 46.8 FEET OF LOT 4, BLOCK 76, CITY OF TUCSON, ACCORDING TO BOOK 2 OF MAPS AND PLATS, PAGE 4, RECORDS OF PIMA COUNTY, ARIZONA.

SCHEDULE B EXCEPTIONS(APN: 117-05-111A)

EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE PLAT RECORDED IN BOOK 3 OF MAPS, PAGES 70 AND 71. (DOES NOT AFFECT SUBJECT PARCEL)

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: STORM DRAIN, OF THE OPEN DITCH TYPE OR CULVERT OR BOTH IBER 7, 1939 OF MISCELLANEOUS, PAGE 502 RECORDING DATE: DECEN 4.

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: STORM DRAIN, OF THE OPEN DITCH TYPE OR CULVERT OR BOTH
RECORDING DATE: DECEMBER 7, 1939
RECORDING NO: BOOK 68 OF MISCELLANEOUS, PAGE 504 5

SCHEDULE B EXCEPTIONS(APN: 117-05-125A)

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: ELECTRIC STREET LIGHTING SYSTEM, CABLES, CONDUITS, WIRES, ENCLOSURES AND APPURTENANCES AND PERPETUAL EASEMENT FOR SEWERS AND SEWER SYSTEMS PURPOSES RECORDING DATE: OCTOBER 15, 1969
RECORDING NO: DOCKET 3601, PAGE 142
(DOES NOT AFFECT SUBJECT PARCEL)

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: UTILITY AND FLOWAGE OF WATER AND DEBRIS RESULTING FROM THE OVERFLOWING FROM WHATEVER CAUSE, OF ANY DRAIN, DITCH OR ARROYO
RECORDING DATE: JANUARY 23, 1940
RECORDING NO: DOCKET 3951, PAGE 201
(DOES NOT AFFECT SUBJECT PARCEL)

MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: MEMORANDUM OF EASEMENT
DATED: JANUARY 10TH, 2005
EXECUTED BY: TUCSON UNIFIED SCHOOL DISTRICT NO. 1, A POLITICAL
SUBDIVISION OF THE STATE OF ARIZONA AND VERIZON WIRELESS (VAW)
LLC D/B/A VERIZON WIRELESS
RECORDING DATE: FEBRUARY 16, 2005
RECORDING NO: DOCKET 12491, PAGE 1599 <u>(1)</u> (9)

13, 2007 A-1-15-51004229 SCHEDULE B (CONTINUED) NRT PAGE 5 13010, PAGE 1761 RIGHTS EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT: PURPOSE: UTILITY
RECORDING DATE: MARCH 13, 2007
TITLE NO.: AZ-FCOP-IMP-N/A-1-15-51004229 SCHEDULE B (C CONDITION OF TITLE REPORT PAGE 5
RECORDING NO: DOCKET 13010, PAGE 1761

LESSOR'S LEGAL DESCRIPTION (APN: 117-05-1040)
THAT PORTION OF LOTS 1 AND 4, BLOCK 76, CITY OF TUCSON, ACCORDING
TO BOOK 2 OF MAPS AND PLATS, PAGE 4, RECORDS OF PIMA COUNTY,
ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST BOUNDARY LINE OF SAID LOT 1, DISTANT 44 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHEAST CORNER OF SAID BLOCK 76; THENCE WESTERLY, PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 138 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST BOUNDARY LINE OF SAID LOTS 1 AND 4, A DISTANCE OF 44 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 138 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID BLOCK; THENCE NORTHERLY, A DISTANCE OF 44 FEET TO THE POINT OF BEGINNING, SOMETIMES REFERRED TO AS THE SOUTH 22 FEET OF THE EAST 138 FEET OF LOT 4, BLOCK 76 OF THE CITY OF TUCSON.

SCHEDULE B EXCEPTIONS(APN: 117-05-1040)
3. EASEMENTS, COVENANTS, CONDITIONS AND RE

EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE PLAT RECORDED IN BOOK 3 OF MAPS, PAGES 70 AND 71. (DOES NOT AFFECT SUBJECT PARCEL)

ALL OF THE NORTH-SOUTH ALLEY (ALSO KNOWN AS BEAN AVENUE), BEING 26.4 FEET WIDE, IN BLOCK 76, CITY OF TUCSON, ACCORDING TO BOOK 3 OF MAPS AND PLATS, PAGES 70 AND 71, RECORDS OF PIMA COUNTY, ARIZONA. LESSOR'S LEGAL DESCRIPTION (APN: 117-05-105B)
PARCEL NO. 1:

ALL THAT PORTION OF SEVENTH STREET IN CITY OF TUCSON, LYING BETWEEN THE EAST LINE OF THIRD STREET AND THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE NORTH-SOUTH ALLEY (ALSO KNOWN AS BEAN AVENUE), BEING 26.4 FEET WIDE, IN BLOCK 76, CITY OF TUCSON, ACCORDING TO BOOK 3 OF MAPS AND PLATS, PAGES 70 AND 71, RECORDS OF PIMA COUNTY, ARIZONA.

PARCEL NO. 2:

SCHEDULE B EXCEPTIONS(APN: 117-05-105B)

EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE PLAT RECORDED IN BOOK 3 OF MAPS, PAGES 70 AND 71. (DOES NOT AFFECT SUBJECT PARCEL)

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT: PURPOSE: WATER MAIN AND FACILITIES RECORDING DATE: AUGUST 06, 1986 RECORDING NO: DOCKET 7842, PAGE 1297 (DOES NOT AFFECT SUBJECT PARCEL)

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT: PURPOSE: DRAINAGE AND TEMPORARY CONSTRUCTION RECORDING DATE: AUGUST 15, 2008
RECORDING NO: DOCKET 13371, PAGE 67
(INSUFFICIENT DATA; UNABLE TO PLOT)

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LESSOR'S LEGAL DESCRIPTION (APN: 117-05-1120) LOT 6, BLOCK 76, CITY OF TUCSON, ACCORDING TO BOOK 2 OF MAPS PLATS, PAGE 4, RECORDS OF PIMA COUNTY, ARIZONA.

SCHEDULE B EXCEPTIONS(APN: 117-05-1120)

EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE PLAT RECORDED IN BOOK 3 OF MAPS, PAGES 70 AND 71. (DOES NOT AFFECT SUBJECT PARCEL)

EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: DRAINAGE AND TEMPORARY CONSTRUCTION RECORDING DATE: AUGUST 15, 2008
RECORDING NO: DOCKET 13371, PAGE 67 (INSUFFICIENT DATA; UNABLE TO PLOT)

LESSOR'S LEGAL DESCRIPTION (APN: 117-05-0020 PARCEL 1 (TUCSON HIGH STADIUM)

LOTS L THROUGH 12, BLOCK 66, OF THE CITY OF TUCSON, ACCORDING TO THE MAP AND PLAT OF RECORD IN THE PIMA COUNTY RECORDER, PIMA COUNTY, ARIZONA, IN BOOK 2 OF MAPS AND PLATS AT PAGE 4, EXCEPT THE NORTH 5.4 FEET OF LOTS 1 AND 2 IN SAID BLOCK 66.

PARCEL 2 (TUCSON HIGH STADIUM)

THAT CERTAIN NORTH-SOUTH ALLEY RUNNING THROUGH BLOCK 66, OF THE CITY OF TUCSON, ACCORDING TO THE MAP AND PLAT OF RECORD IN THE PIMA COUNTY RECORDER, PIMA COUNTY, ARIZONA, IN BOOK 2 OF MAPS AND PLATS AT PAGE 4, LYING NORTH OF THE EASTERLY PROJECTION OF THE SOUTH LINE OF LOT 11 IN SAID BLOCK 66 AND NORTH OF A LINE 5.4 FEET SOUTHERLY OF AND PARALLEL WITH THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 2 IN SAID BLOCK 66.

SCHEDULE B EXCEPTIONS(APN: 117-05-0020)

4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: WATER PIPE AND WATER MAINS
RECORDING NO: DOCKET 3601, PAGE 136 (<u>5</u>)

MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: ORDINANCE NO. 3337 RECORDING NO: DOCKET 3601, PAGE 142

MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT
AGREEMENT
LESSOR: T-MOBILE WEST TOWER LLC, A DELAWARE LIMITED LIABILITY
COMPANY LESSEE: CCTMO, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDING DATE: OCTOBER 7, 2013 RECORDING NO: 2013-2800241

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

LESSEE UTILITY EASEMENT LEGAL DESCRIPTION
A 6.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF BLOCK 76, OF THE
CITY OF TUCSON, ACCORDING TO THE MAP AND PLAT OF RECORD IN THE
PIMA COUNTY RECORDER, PIMA COUNTY, ARIZONA, IN BOOK 2 OF MAPS
AND PLATS AT PAGE 4, LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING
DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE OF THIRD AVENUE AND SIXTH STREET OF SAID PLAT;THENCE SOUTH 00°53'08" EAST ALONG THE CENTERLINE OF THIRD AVENUE, 665.19 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 90°00'00" EAST, 39.60 FEET TO THE EAST RIGHT OF WAY LINE OF 3RD AVENUE ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING NORTH 90°00'00" EAST, 369.51 FEET; THENCE NORTH 00°00'00" EAST, 122.41 FEET TO THE POINT OF TERMINUS.

SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

LESSEE LEASE AREA LEGAL DESCRIPTION
A PORTION OF BLOCK 76, OF THE CITY OF TUCSON, ACCORDING TO THE
MAP AND PLAT OF RECORD IN THE PIMA COUNTY RECORDER, PIMA
COUNTY, ARIZONA, IN BOOK 2 OF MAPS AND PLATS AT PAGE 4, DESCRIBED
AS FOLLOWS:

COMMENCING AT THE CENTERLINE OF THIRD AVENUE AND SIXTH STREET OF SAID PLAT;THENCE SOUTH 00°53'08" EAST ALONG THE CENTERLINE OF THIRD AVENUE, 665.19 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 90°00'00" EAST, 39.60 FEET TO THE EAST RIGHT OF WAY LINE OF 3RD AVENUE; THENCE CONTINUING NORTH 90°00'00" EAST, 369.51 FEET; THENCE NORTH 00°00'00" EAST, 122.41 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, 3.99 FEET; THENCE NORTH 00°00'00" EAST, 11.09 FEET; THENCE NORTH 00°00'00" EAST, 1.93 FEET; THENCE NORTH 90°00'00" WEST, 6.99 FEET; THENCE SOUTH 00°00'00" EAST, 13.02 FEET; THENCE NORTH 90°00'00" EAST, 3.00 FEET TO THE POINT OF BEGINNING.

LESSEE ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION
A 6.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF BLOCKS 65, 66, AND
76, OF THE CITY OF TUCSON ALSO BEING A PORTION OF THE ABANDONED
SECOND AVENUE AND SEVENTH STREET, ACCORDING TO THE MAP AND
PLAT OF RECORD IN THE PIMA COUNTY RECORDER, PIMA COUNTY,
ARIZONA, IN BOOK 2 OF MAPS AND PLATS AT PAGE 4, LYING 3.00 FEET ON
EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE OF THIRD AVENUE AND SIXTH STREET OF SAID PLAT;THENCE SOUTH 00°53'08" EAST ALONG THE CENTERLINE OF THIRD AVENUE, 665.19 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 90°00'00" EAST, 39.60 FEET TO THE EAST RIGHT OF WAY LINE OF 3RD AVENUE; THENCE CONTINUING NORTH 90°00'00" EAST, 369.51 FEET; THENCE NORTH 00°00'00" EAST, 122.41 FEET; THENCE NORTH 90°00'00" EAST, 3.99 FEET; THENCE NORTH 00°00'00" EAST, 3.99 FEET; THENCE NORTH 00°00'00" EAST, 3.99 FEET; THENCE NORTH 00°00'00" EAST, 11.09 FEET TO THE POINT OF

THENCE NORTH 90°00'00" EAST, 10.61 FEET; THENCE NORTH 00°00'00" EAST, 3.27 FEET TO A POINT HEREIN KNOWN AS POINT "A"; THENCE CONTINUING NORTH 00°00'00" EAST, 6.93 FEET; THENCE SOUTH 89°52'19" WEST, 20.47 FEET; THENCE NORTH 00°56'41" WEST, 311.25 FEET; THENCE NORTH 89°03'19" EAST, 70.57 FEET; THENCE NORTH 00°56'41" WEST, 4.51 FEET TO A POINT KNOWN HEREIN AS POINT "B" ALSO BEING THE POINT OF TERMINUS.

TOGETHER WITH A 6.00 FOOT WIDE STRIP OF LAND LYING 3,00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT SAID POINT "A"

TOGETHER WITH A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THENCE NORTH 90°00'00" EAST, 64.00 FEET TO THE POINT OF TERMINUS.

THENCE NORTH 00°56'41" WEST, 30.56 FEET; THENCE SOUTH 88°45'30" WEST, 33.76 FEET; THENCE NORTH 00°48'54" EAST, 66.87 FEET; THENCE SOUTH 89°11'06" EAST, 112.18 FEET; THENCE NORTH 00°48'54" EAST, 73.37 FEET TO THE SOUTHERN RIGHT OF WAY LINE OF SAID SIXTH STREET ALSO BEING THE POINT OF TERMINUS. COMMENCING AT SAID POINT "B"

SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

, 00, 00"E W100 00 00N S88° 45' 30"W N90° 00' 00"E N90° 00' 00"E N90° 00' 00"E N89° 03' 19"E N90° 00' 00"E 56' 41"W N0° 00' 00"E N0° 00' 00"E N0° 00' 00"E N0° 00' 00"E N0° 56' 41"W N0° 48' 54"E S0° 53' 08"E N0° 00' 00"E BEARING LINE TABLE 。 0 N LENGTH 665.19 369.51 122.41 311.25 112.18 39.60 33.76 10.61 70.57 30.56 11.09 64.00 13.02 66.87 1.93 6.99 3.00 20 47 4.51 3.99 3.27 L10 L11 L12 L16 L17 L18 L19 L20 L21 L13 L15 L22 F8 L14 **L**2 L3 7 F3 **L**5 9T **L**4



management project architecture

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TITLE REVIEW/FINAL
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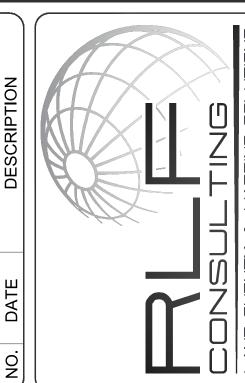
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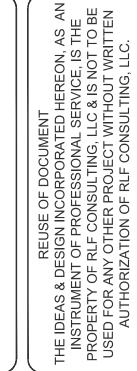
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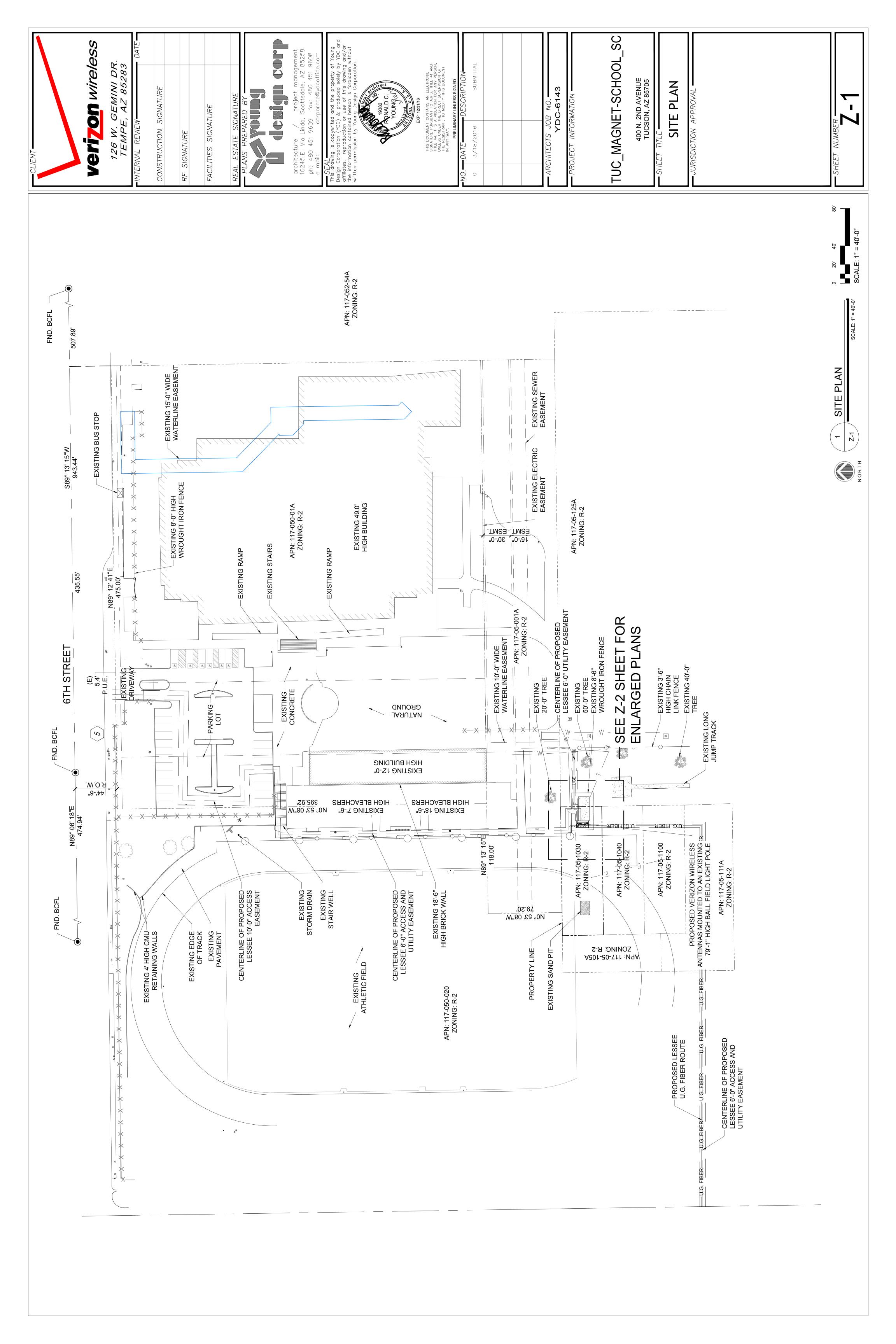
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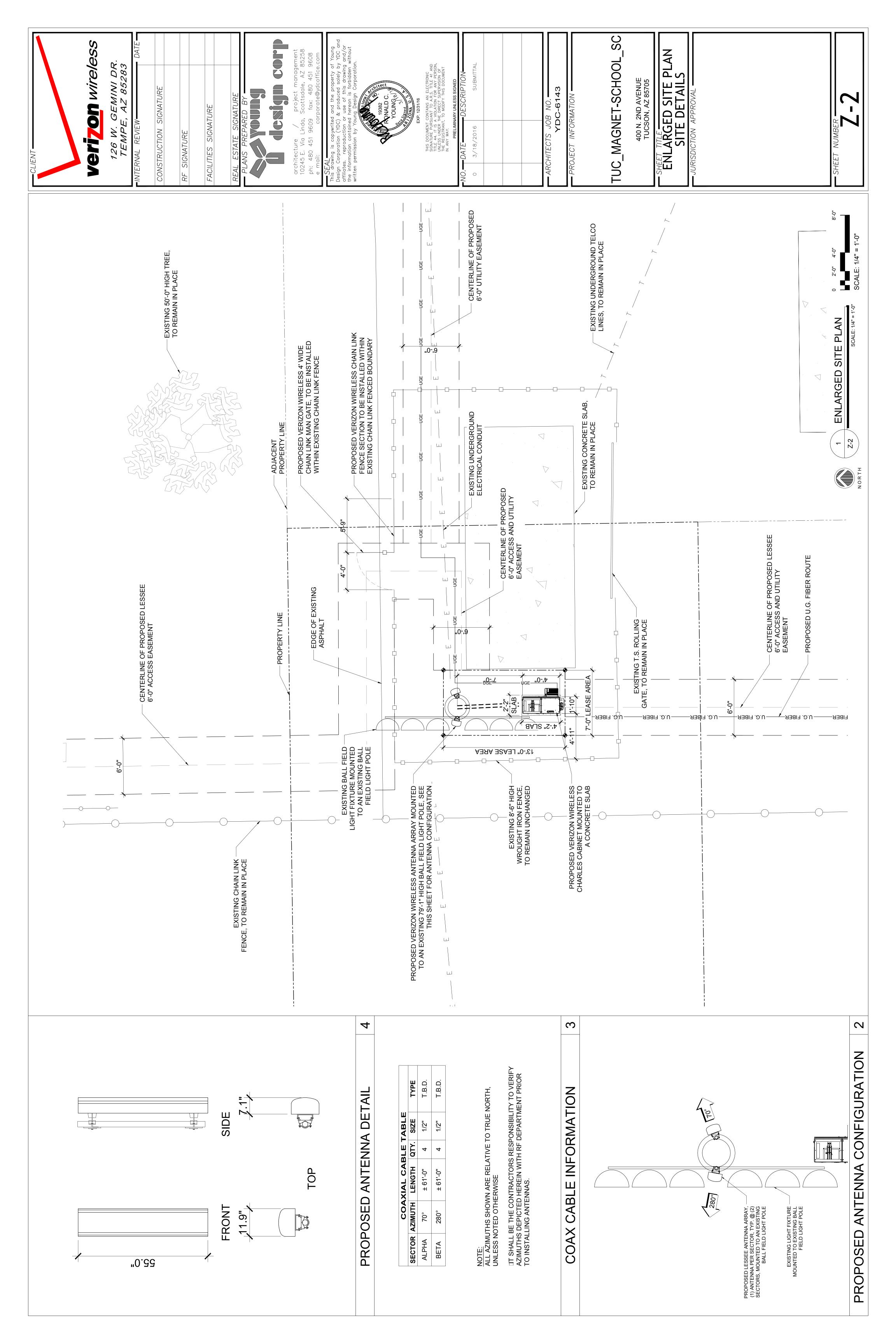
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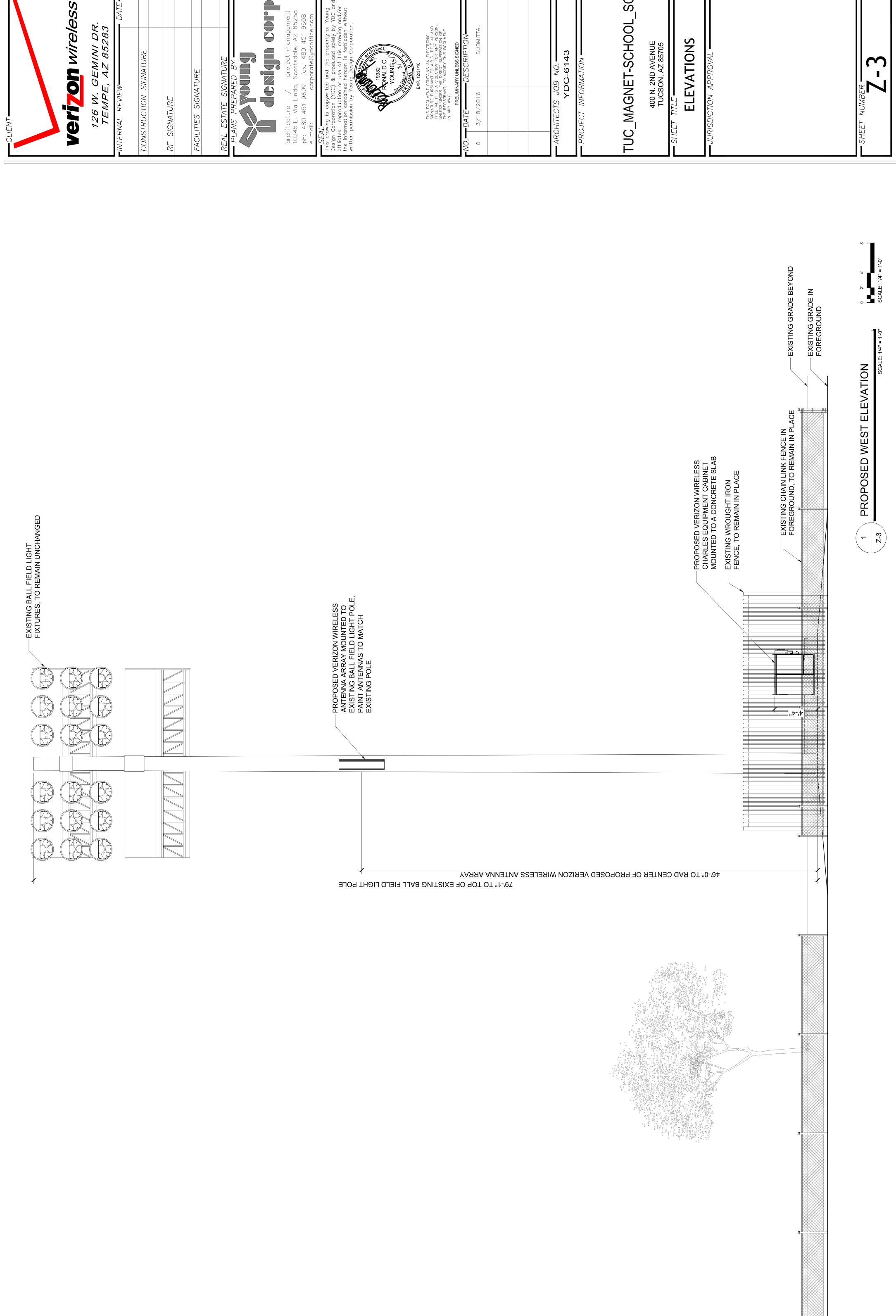
TUCSON AZ, 85705

SHEET NO. S

REVISION: က<u></u>







TUC_MAGNET-SCHOOL LIMINARY UNLESS SIGNED

——DESCRIPTION— 400 N. 2ND AVENUE TUCSON, AZ 85705 **ELEVATIONS** -ARCHITECTS JOB NO. — YDC-6143 INFORMATION -

