

FIRST AMENDMENT TO EASEMENT AGREEMENT

This First Amendment to Easement Agreement ("Amendment") is made as of the latter signature date below, by and between Tucson Unified School District No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona ("Grantor") and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("Grantee"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Grantor is the owner of that certain real property located at 5000 North Bowes Road, Tucson, Arizona 85749 ("Property").

B. Grantor and US West Wireless, LLC are parties to that certain Easement Agreement dated March 13, 2000, thereafter assumed in its entirety by Grantee pursuant to that certain Assignment and Assumption of Leases dated March 4, 2005 between Qwest Wireless LLC (as successor-in-interest to US West Wireless, LLC) (collectively, the "Easement Agreement"), pursuant to which Grantee leases ground space and pole space at the Property for the operation of a communications facility, together with the right of access to and from the nearest public right-of-way and the right to install utilities (collectively, "Premises").

C. Grantor and Grantee have agreed to amend the Lease to: (i) amend and increase the size of the Premises in order for Grantee to build a new equipment shelter along with related improvements for the installation of a generator, (ii) make certain other modifications to the Premises, (iii) to permit Grantee to replace an existing ball field light pole for the co-location of Grantee's antennas on the replacement pole, and (iv) modify the monthly fee payable under the Lease, all as provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibits. Grantor and Grantee acknowledge that Exhibits "A.1", "B", "B.1", "C", "D" and "E" to the Lease are hereby deleted in its entirety as of the date this Amendment is fully executed and shall be replaced with Exhibits "A-1", "A-2", "B-1", "B-2", "C-1", "D-1" and "E-1" respectively, attached hereto and incorporated by this reference

2. Premises. The description of the Premises as described in the Easement Agreement is hereby amended as: (i) ground space containing approximately six hundred sixty (660) square feet and measuring thirty foot (30') by twenty-two foot (22') (the "Land Space"); (ii) ground space containing approximately two hundred twenty-five (225) square feet and measuring fifteen feet(15') by fifteen-feet (15') upon which Grantee will install a New Light Pole (as defined below) for Grantee's antennas and connections (the "Light Pole Space"); (iii) a right of way (the "Utilities Right of Way") for the installation and maintenance of utility wires, poles, cables,

conduits, and pipes over, under, or along said Utilities Right of Way, to, from and between the Land Space and the New Light Pole; and (iv) the non-exclusive right (the "Access Right 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 a twelve-foot (12') wide right-of-way extending from the nearest public right-of-way, to the Land Space and Light Pole 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 from the Land Space, said Land Space, Light Pole Space, Utilities Rights of Way and Access Right of Way, being substantially described herein as Exhibit "B-2" attached hereto and made a part hereof.

3. Installation of Improvements. Grantor acknowledges and agrees that Grantee intends to construct and install certain improvements at the Property, which shall include, but are not limited to (i) removing the existing light pole located on the Property ("Old Light Pole") and replacing it with a new eight-one foot eleven inch (81'-11") tall light pole ("New Light Pole") ; (ii) installation of an access door on the Light Pole Space; (iii) a generator and generator connections within Grantee's Land Space; (iii) removal of certain improvements on the Premises, including the removal of a chain link fence and concrete pad; and (iii) certain additional improvements to the Premises, including a security screen wall and access gates in the Land Space, as more particularly described in the place depicted and described in Exhibit "B-2" attached hereto and incorporated herein (collectively, the "Improvements"). Grantor hereby consents to the construction, installation, operation and maintenance of the Improvements as the same may be modified, added to and/or substituted from time to time during the term of the Easement Agreement. Before commencing any subsequent alterations to the Property, Grantee shall submit plans and specifications to the Grantor for the Grantor's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the Grantor does not either (i) object to the plans in writing or (ii) furnish the Grantee with written approval, within fifteen (15) days of the date of submission of the plans, Grantor will be deemed to have approved them. All work to be done by Grantee shall be performed in accordance with the approved plans unless otherwise approved in writing by the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. The New Pole shall be the property of Grantor upon installation, in its then-existing condition (with no warranties, express or implied). Grantor shall be solely responsible for maintaining, repairing and providing electricity to the New Light Pole and related light fixture(s) without disturbing or affecting Grantee's equipment.

4. Governmental Approvals. Any required permits for the Improvements shall be obtained by Grantee at Grantee's sole expense. Furthermore, it is understood and agreed that Grantee's ability to install the Improvements is contingent upon its obtaining after the execution date of this Amendment, all of the certificates, permits and other approvals (collectively, "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory structural analysis and soil boring tests which will permit Grantee to install and operate the Improvements as set forth in this Amendment. Grantor shall reasonably cooperate with Grantee in its efforts to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the installation of the Improvements. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to Grantee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or structural analysis tests are found to be unsatisfactory

so that Grantee in its sole discretion will be unable to install, operate, or maintain the Improvements or Grantee determines that the Improvements are no longer compatible for its intended use, Grantee shall have the right to terminate the Easement Agreement, including this Amendment. Notice of Grantee's exercise of its right to terminate the Easement Agreement shall be given to Grantor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Grantee. Upon termination of the Easement Agreement or this Amendment, Grantee shall remove Grantee's telecommunications facilities as provided for in Section 11.4 of the Easement Agreement. All rent in connection with this Easement Agreement paid to said termination date shall be retained by Grantor. Upon such termination, the Easement Agreement shall be of no further force or effect, and the parties shall have no further obligations under the Easement Agreement.

5. Fee. In consideration for the enlargement of the Premises and for Grantor consenting to the construction, installation, operation and maintenance of the Improvements provided herein, the monthly fee payable by Grantee to Grantor shall increase by Six Hundred and Fifty 00/100 Dollars per month (the "Fee Increase"), commencing upon the first day of the next calendar month following full execution of this Amendment (the "Fee Increase Date"). On the first annual anniversary of the Fee Increase Date and on each annual anniversary of the Fee Increase Date thereafter, the rent shall be increased by an amount equal to three percent (3.0%) of the annual fee paid during the immediately preceding year. Grantor and Grantee acknowledge and agree that the initial Fee Increase payment shall not actually be sent by Grantee until forty-five (45) days after the full execution of this Amendment. The aforementioned fees shall replace the increase set forth in Section 4.1 of the Lease.

6. Continued Effect. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term or provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amendment to be executed by each party's duly authorized representative effective as of the last written below.

Grantor:

Tucson Unified School District No. 1 of
Pima County, Arizona,
a political subdivision of the State of Arizona

By: _____
Name: _____
Title: _____
Date: _____

Grantee:

Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless

By: _____
Name: Clifton Casey
Title: Executive Director-Network
Date: _____

EXHIBIT "A-1"

EASEMENT LEGAL DESCRIPTION

(Lease Site)

Sabino High School

PROJECT AREA

Grantee Lease Area No. 1

LESSEE LEASE AREA NO. 1

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 14, TOWNSHIP 13 SOUTH, RANGE 15 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY. COMMENCING FROM THE SOUTHWEST CORNER OF SAID SECTION FROM WHICH THE SOUTH QUARTER CORNER BEARS NORTH 89° 28'16" EAST 2644.77 FEET; THENCE NORTH 04°08'29" WEST, 627.53 FEET; THENCE NORTH 85°51'31" EAST, 29.97 FEET; THENCE NORTH 85°51'31" EAST, 46.39 FEET; THENCE NORTH 88°22'28" EAST, 292.61 FEET; THENCE NORTH 85°27'12" EAST, 312.03 FEET; THENCE NORTH 85°50'57" EAST, 135.09 FEET; THENCE NORTH 04°16'26" WEST, 16.08 FEET; TO THE POINT OF BEGINNING.

THENCE SOUTH 85°43'34" WEST, 2.00 FEET; THENCE NORTH 04°16'26" WEST, 22.00 FEET; THENCE NORTH 85°43'34" EAST, 30.00 FEET; THENCE SOUTH 04°16'26" EAST, 22.00 FEET; THENCE SOUTH 85°43'34" WEST, 28.00 FEET TO THE POINT OF BEGINNING.

Grantee Lease Area No. 2

LEGAL DESCRIPTION LESSEE AREA NO. 2

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 14, TOWNSHIP 13 SOUTH, RANGE 15 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING FROM THE SOUTHWEST CORNER OF SAID SECTION FROM WHICH THE SOUTH QUARTER CORNER BEARS NORTH 89° 28'16" EAST 2644.47 FEET; THENCE NORTH 04°08'29" WEST, 627.53 FEET; THENCE NORTH 85°51'31" EAST, 29.97 FEET; THENCE NORTH 85°51'31" EAST, 46.39 FEET; THENCE NORTH 88°22'28" EAST, 292.61 FEET; THENCE NORTH 85°27'12" EAST, 312.03 FEET; THENCE NORTH 85°50'57" EAST, 135.09 FEET; THENCE NORTH 04°16'26" WEST, 16.08 FEET; THENCE NORTH 85°43'34" EAST, 11.00 FEET; THENCE SOUTH 04°16'26" EAST, 3.00 FEET; THENCE NORTH 85°43'34" EAST, 2.00 FEET; THENCE NORTH 85°40'09" EAST, 59.50 FEET; THENCE NORTH 04°16'26" EAST, 21.98 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" WEST, 7.26 FEET; THENCE NORTH 00°00'00" EAST, 15.00 FEET; THENCE NORTH 90°00'00" EAST, 15.00 FEET; THENCE SOUTH 00°00'00" EAST, 15.00 FEET; THENCE NORTH 90°00'00" WEST, 7.74 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A.1"

EASEMENT LEGAL DESCRIPTION

(Access Easement)

12' ACCESS EASEMENT

LESSEE ACCESS/UTILITY EASEMENT

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 14, TOWNSHIP 13 SOUTH, RANGE 15 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE.

COMMENCING FROM SOUTHWEST CORNER OF SAID SECTION 14, FROM WHICH THE SOUTH QUARTER CORNER BEARS NORTH 89° 28'16" EAST, A DISTANCE OF 2644.42 FEET; THENCE NORTH 04°08'29" WEST, ALONG THE WEST LINE OF SECTION 14, A DISTANCE OF 934.22 FEET; THENCE NORTH 85°51'31" EAST, TO THE WEST RIGHT-OF-WAY LINE OF BOWES ROAD ALSO BEING THE POINT OF BEGINNING, A DISTANCE OF 29.97 FEET.

THENCE NORTH 86°23'56" EAST, 657.35 FEET; THENCE SOUTH 18°13'08" EAST, 58.88 FEET; THENCE SOUTH 12°41'16" WEST, 25.51 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 148.29 FEET, WITH A CHORD BEARING SOUTH 06°00'56" EAST, 78.59 FEET, THROUGH A CENTRAL ANGLE OF 30°44'00", AN ARC LENGTH OF 79.54 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 146.46 FEET, WITH A CHORD BEARING SOUTH 43°45'34" EAST, 117.55 FEET, THROUGH A CENTRAL ANGLE OF 47°19'15", AN ARC LENGTH OF 120.96 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 721.10 FEET, WITH A CHORD BEARING SOUTH 73°08'05" EAST, 45.81 FEET, THROUGH A CENTRAL ANGLE OF 03°38'25", AN ARC LENGTH OF 45.81 FEET; THENCE NORTH 85°49'55" EAST, 28.98 FEET TO THE POINT OF TERMINUS.

EXHIBIT "B-1"

SITE PLAN

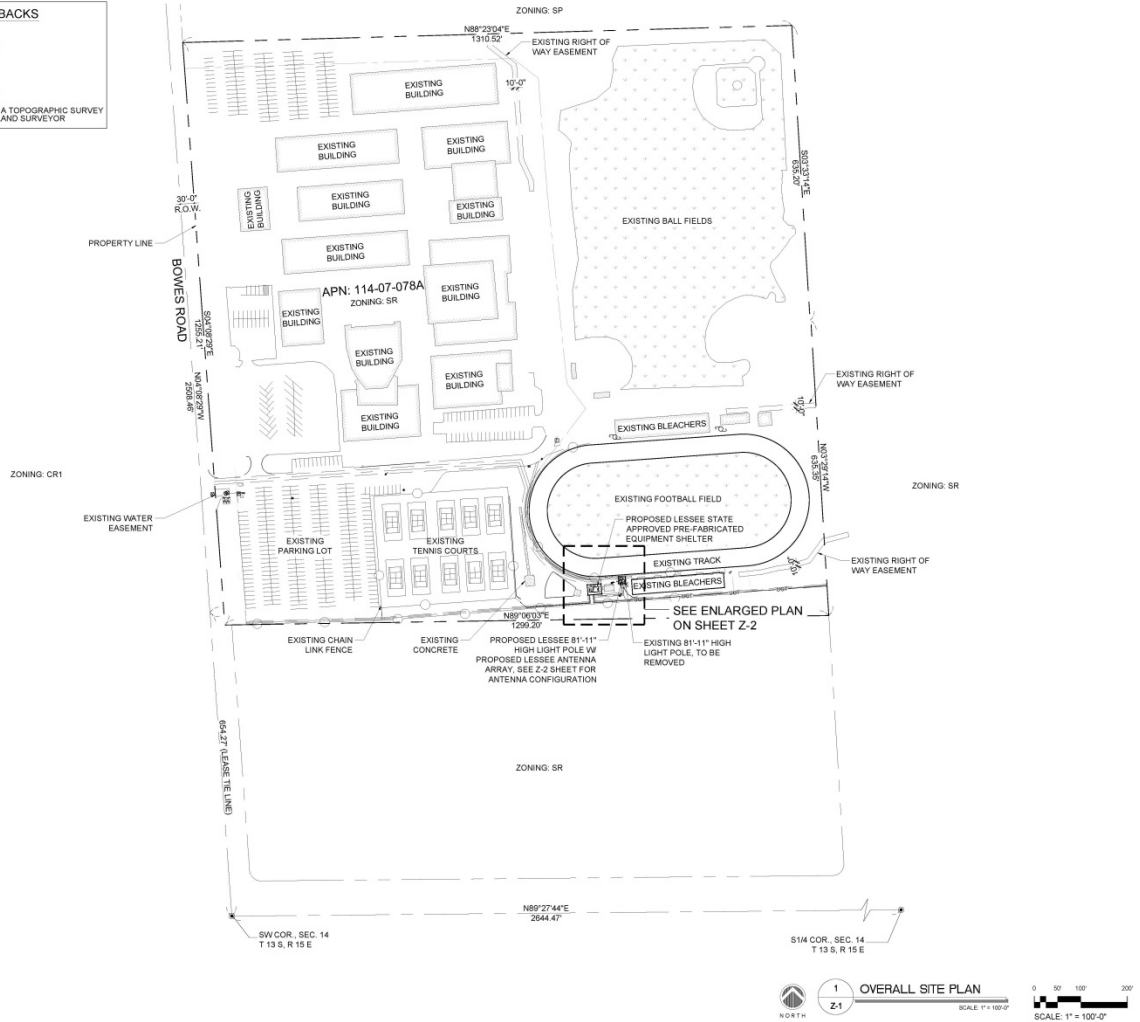
(Lease Area)

Sabino High School

NEW LIGHT POLE SETBACKS
TO PROPERTY LINE

NORTH	± 1182'-8"
SOUTH	± 82'-6"
WEST	± 860'-7"
EAST	± 440'-10"

* SETBACKS ARE DERIVED FROM A TOPOGRAPHIC SURVEY
PERFORMED BY A REGISTERED LAND SURVEYOR



(Access Easement)



EXHIBIT “C-1”

PERMITTED USES OF EASEMENT

Sabino High School

- (A) Grantee may use the following portions of the Premises only for the following purposes:
- (1) That portion of the Premises indicated as the Land Space and Light Pole Space on the Site Plan.
 - (a) For the establishment, construction, installation, maintenance, improvement and repair of a mobile communications facility, including: transmission equipment, cellular, radio, link and other telecommunication antenna structures; wires, cables, conduits and pipes.
 - (b) For the operation of a personal communications service system facility, radio, link or other telecommunication equipment.
 - (2) Both the access and utility parts of the Premises and the site part of the Premises as indicated on the Site Plan may be used for the installation, maintenance, improvement and repair of underground coaxial cable, wires, cables, conduits and pipes, and for non-exclusive ingress and egress of pedestrian and vehicular traffic, including trucks.

EXHIBIT “D”

IMPROVEMENTS

Sabino High School

Grantee may construct, install, improve, maintain and repair any of the following at the locations shown on the Site Plan, and subject to Grantor’s approval and the conditions set forth in the Amendment:

- (1) Real property consisting of approximately 660 square feet of land;
- (2) A replacement light pole upon which to place the antenna array within an approximately 225 square feet of land;
- (3) Cables, wires, cable supports, riders, conduits, pipes and chases from the equipment;
- (4) Removal and addition of certain improvements on the Premises.

EXHIBIT "E-1"

When Recorded Return to:
McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, California 90067
Attention: Sarah I. Kim

MEMORANDUM OF FIRST AMENDMENT TO EASEMENT

This Memorandum of Easement is made and entered into this ____ day of _____, 2015, by and between the TUCSON UNIFIED SCHOOL DISTRICT, No. 1 a political subdivision of the State of Arizona ("Grantor") and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("Grantee").

Grantor and Grantee have entered into that certain First Amendment to Easement Agreement dated _____, 2015 (the "Agreement") whereby Grantee in exchange for certain performance, was granted certain rights affecting that certain real property described on Exhibits A and A-1 attached hereto and incorporated herein by this reference the (the "Property") pursuant to the provisions of the Agreement.

Grantor and Grantee desire to give actual and constructive notice to all persons dealing with the Property that Grantee has certain rights with respect to the Property pursuant to the terms of the Agreement.

The Agreement shall continue in full force and effect until the Agreement is terminated in accordance with the terms and conditions of the Agreement as reflected by a Termination of Agreement recorded with respect to the Property.

A copy of the Agreement is in the possession of both Grantor and Grantee. In the event of any conflict between this Memorandum of First Amendment to Easement and the Agreement, the Agreement shall govern and control.

IN WITNESS WHEREOF the parties have executed this Memorandum of First Amendment to Easement as of the date first set forth above.

GRANTOR:

TUCSON UNIFIED SCHOOL DISTRICT
NO.1

By: _____
Name: _____
Title: _____

GRANTEE:

Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless

By: _____
Name: Clifton Casey
Title: Executive Director- Network

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before this ____ day of _____, 2015, by
_____ who acknowledged himself/herself to be _____ of Tucson
Unified School District No. 1 of Pima County, Arizona.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before this ____ day of _____, 2015, by Clifton Casey who acknowledged himself to be the Executive Director-Network of Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless.

Notary Public

My Commission Expires:
