

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT ("First Amendment") is made and entered into on _____, 2018 ("Effective Date"), by and between Tucson Unified School District No.1 of Pima County, Arizona a political subdivision of the State of Arizona ("Grantor"), and T-Mobile West LLC, a Delaware limited liability company, ("Grantee") (Collectively the "Parties").

Recitals

The Parties hereto recite, declare and agree as follows:

A. Grantor and Grantee entered into an EASEMENT AGREEMENT, dated September 4, 2003 (the "Agreement") for an Easement on and across a portion of Grantor's property, including rights-of-way and access easements for the construction, installation, operation, maintenance and repair of a telecommunications facility and related services (the "Easement") located at 3951 South Pantano Road, Tucson, Arizona (the "Property").

B. Grantor and Grantee desire to enter into this First Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. The description of the Premises as described in the Easement Agreement is hereby amended as: (i) ground space containing approximately three hundred and twenty (320) square feet and measuring 20 feet (20') by sixteen feet (16') (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 "1-A" attached hereto and made a part hereof.

2. 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 Three 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").

2. Terms; Conflicts. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and

effect. To the extent there is any conflict between the terms and conditions of the Agreement and this First Amendment, the terms and conditions of this First Amendment will govern and control.

3. Approvals. Grantor represents and warrants to Grantee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, Grantor has obtained any and all such consents or approvals.

4. Authorization. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

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

Grantee:
T-Mobile West LLC, a Delaware limited liability company

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

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

EXHIBIT 1-A
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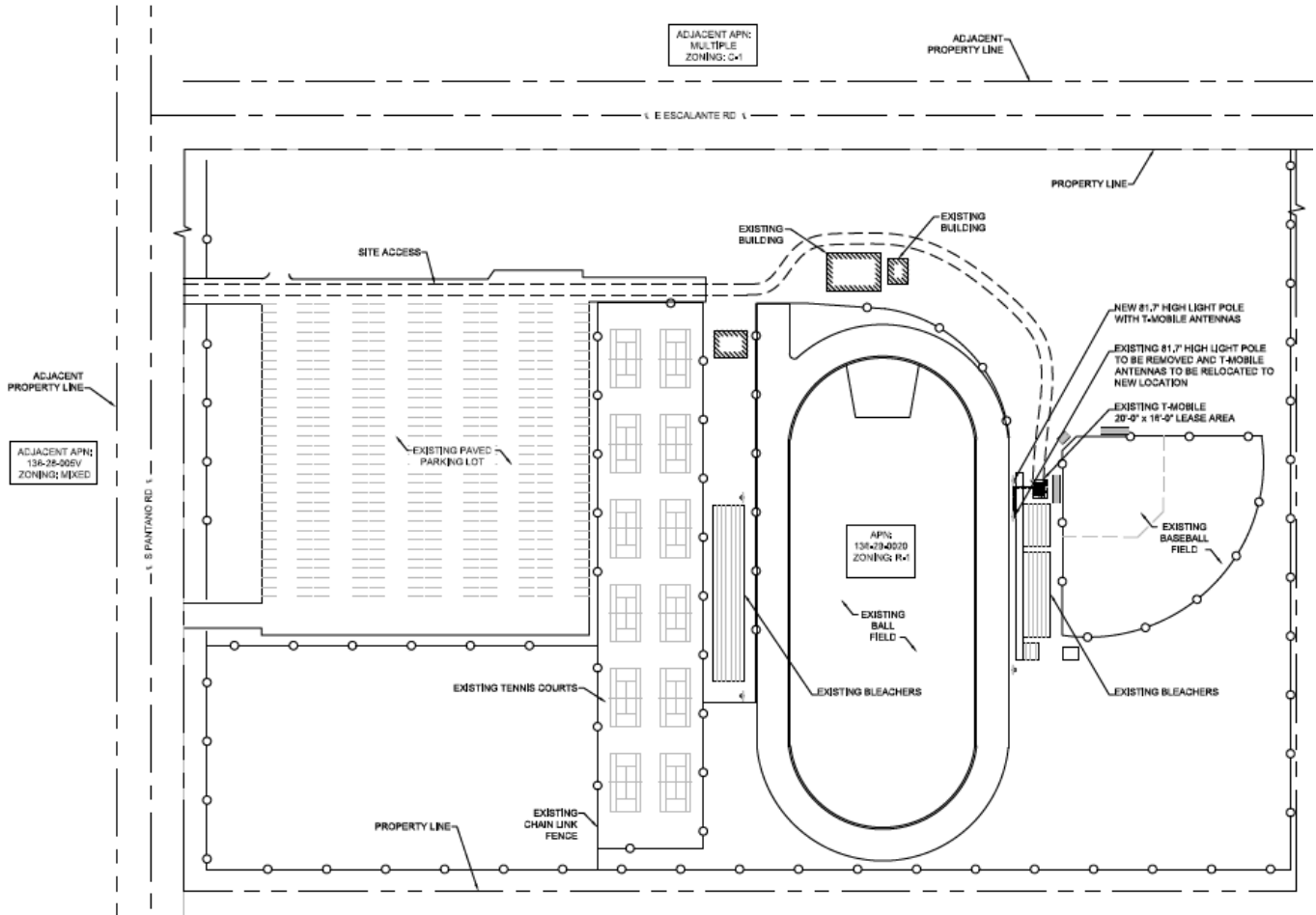
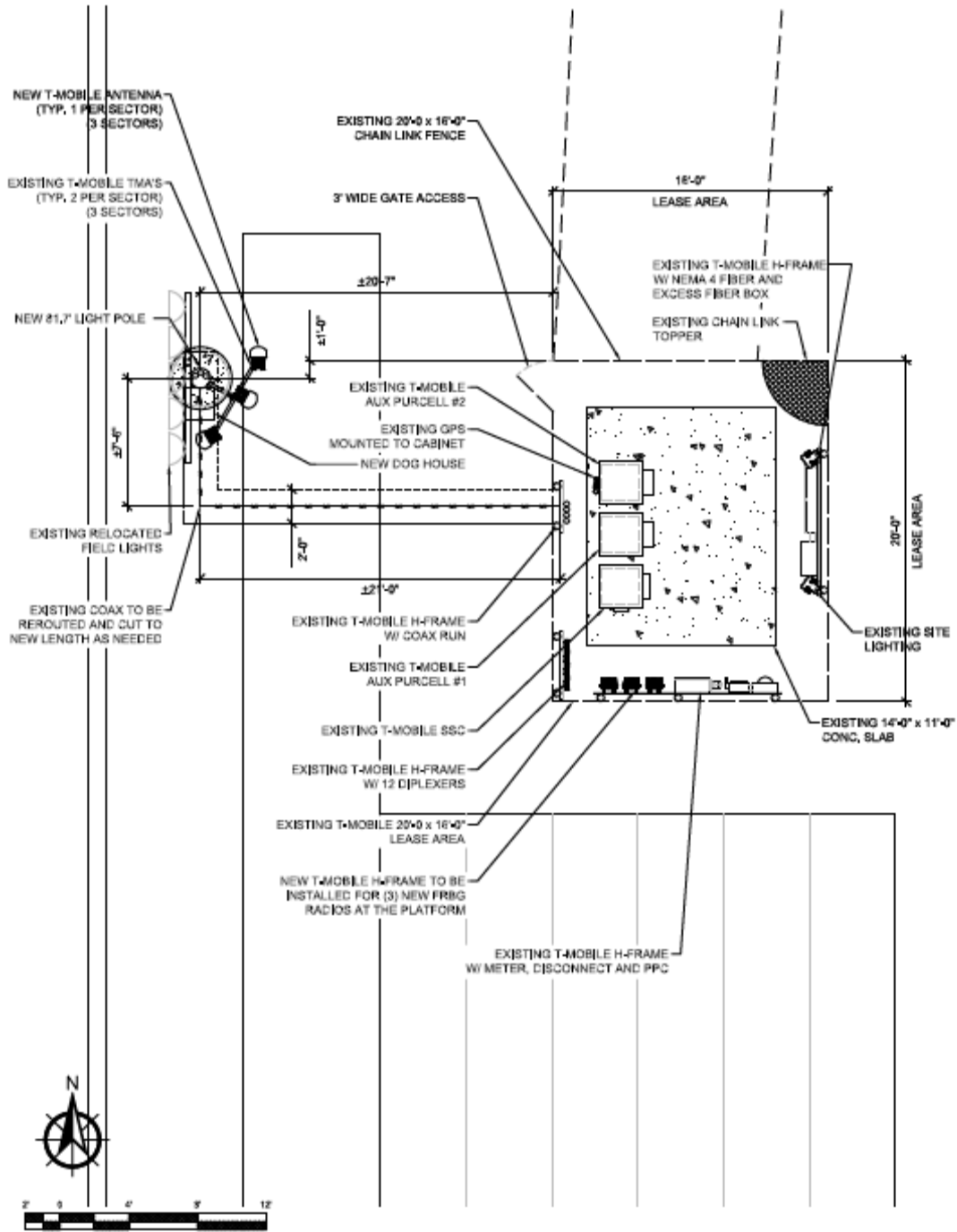


EXHIBIT 1-A
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