

Market: AZ/NM
Cell Site Number: PHNXAZT545
Cell Site Name: Rincon High School
Fixed Asset Number: 10091292

FIRST AMENDMENT TO EASEMENT AGREEMENT
(For Telecommunications Facility at Rincon High School)

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, having a mailing address of 1010 E. 10th Street, Tucson, Arizona 85719 (“**Grantor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services, PCS, Inc., having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (“**Grantee**”).

WHEREAS, Grantor and Grantee’s predecessor in interest entered into an Easement Agreement dated May 21st, 1998, whereby Grantor granted to Grantee a certain Easement, therein described, which is a portion of the Property located at 421 N. Arcadia Ave., Tucson, Arizona, 85711 (“**Agreement**”); and

WHEREAS, Grantor and Grantee desire to amend the Agreement to relocate and modify Grantee’s easement rights; and

WHEREAS, Grantor and Grantee desire to amend the Agreement to allow Grantor the use of the approximately 10’ x 12’ room, which is a portion of Grantee’s proposed equipment building (the “**Shelter**”); and

WHEREAS, Grantor and Grantee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Grantor and Grantee desire to amend the Agreement to permit Grantee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Grantor and Grantee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Location.** Grantor agrees to increase and relocate the Easement granted to Grantee to accommodate Grantee’s needs, including, but not limited to, the construction of a Shelter, the replacement of an existing light pole and the installation of antennas, cables and

appurtenances/equipment on the replacement light pole (collectively, the “**Improvements**”). Upon the execution of this Amendment, Grantor grants to Grantee the right to install Improvements within the Easement as more completely described on attached Exhibits A-1, B-1 and C-1. Landlord’s execution of this Amendment will signify Landlord’s approval of Exhibit A-1, B-1 and C-1. Exhibit A-1 hereby replaces Exhibits A and A.1, Exhibit B-1 hereby replaces Exhibits B and B.1 and Exhibit C-1 hereby replaces Exhibit C to the Agreement.

2. Abandonment of Existing Easement. Grantee, upon completion of the proposed construction and relocation of equipment pertaining to the Improvements, will abandon and relinquish its interest in the Easement described on Exhibit A of the Memorandum of Easement, entered into by Grantor and Grantee on May 21st, 1998 and recorded June 11, 1998 as Docket #10815, Batch 2393 and Sequence 19989020646.

3. Storage Room. Grantor, at no cost, shall be entitled to the exclusive use of the approximately 10’ x 12’ room in Grantee’s Shelter, as depicted and defined as New Storage Room in Exhibit B-1 (“**Storage Room**”). Grantee shall bear all costs and expenses associated with the construction and exterior maintenance of the Shelter, but shall not assume any liability for Grantor’s equipment kept in the Storage Room.

4. Notices. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Grantee: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: PHNXAZT545; Site Name: Rincon High School (AZ)
 Fixed Asset No: 10091292
 12555 Cingular Way, Suite 1300
 Alpharetta, Georgia 30004

With the required copy of legal notice sent to Grantee at the address above, a copy to the Legal Department:

 New Cingular Wireless PCS, LLC
 Attn: AT&T Legal Department
 Re: Cell Site #: PHNXAZT545; Site Name: Rincon High School (AZ)
 Fixed Asset No: 10091292
 PO Box 97061
 Redmond, WA 98073-9761

Or, if sent via nationally recognized overnight courier:

 New Cingular Wireless PCS, LLC

Attn: AT&T Legal Department
Re: Cell Site #: PHNXAZT545; Site Name: Rincon High School (AZ)
Fixed Asset No: 10091292
16331 NE 72nd Way
Redmond, WA 98052-7827

Local contact address:

New Cingular Wireless PCS, LLC
Attn: AZ/NM Network Property Management
20830 N. Tatum Blvd # 400
Phoenix, AZ 85050

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Grantor: Tucson Unified School District No. 1
1010 E. 10th Street
Tucson, AZ 85719
Attn: Tom Meyer, Director, Risk Management and Safety Services

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Grantor and Grantee, Grantor agrees that Grantee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

6. **Memorandum of Easement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Easement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

“GRANTOR”

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

By: _____
Name: Bryant Nodine, AICP _____
Title: Planning Services Program Manager
Date: _____

“GRANTEE”

New Cingular Wireless PCS, LLC, a
Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Todd Daoust
Title: Area Manager
Date: _____

GRANTEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On the ____ day of _____, 2012, before me personally appeared Todd Daoust, and acknowledged under oath that he is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Grantee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Grantee.

Notary Public: _____
My Commission Expires: _____

GRANTOR ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

I CERTIFY that on _____, 2012, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public
My Commission Expires: _____

EXHIBIT A-1

DESCRIPTION OF GRANTEE'S SITE & ACCESS EASEMENT

Page 1 of 2

to the First Amendment of Easement Agreement dated _____, 2012, by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

The Easement is described/depicted as follows:

EQUIPMENT AREA EASEMENT LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 11; THENCE SOUTH 01°37'12" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 839.50 FEET; THENCE DEPARTING SAID WEST LINE NORTH 88°24'40" EAST, A DISTANCE OF 223.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°24'40" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 01°35'20" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 88°24'40" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 01°35'20" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

ACCESS EASEMENT LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, BEING 7 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING FOR A TIE AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 11; THENCE SOUTH 57°07'55" EAST, A DISTANCE OF 1665.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°50'29" WEST, A DISTANCE OF 217.52 FEET; THENCE NORTH 29°56'36" WEST, A DISTANCE OF 64.47 FEET; THENCE SOUTH 78°21'28" WEST, A DISTANCE OF 38.03 FEET; THENCE SOUTH 57°49'32" WEST, A DISTANCE OF 190.68 FEET; THENCE NORTH 73°35'23" WEST, A DISTANCE OF 42.47 FEET; THENCE NORTH 32°04'40" WEST, A DISTANCE OF 154.33 FEET; THENCE SOUTH 57°47'20" WEST, A DISTANCE OF 34.00 FEET; THENCE NORTH 32°12'40" WEST, A DISTANCE OF 142.09 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 393.88 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 16.88 FEET TO THE POINT OF TERMINUS.

EXHIBIT A-1

DESCRIPTION OF GRANTEE'S SITE & ACCESS EASEMENT

Page 2 of 2

to the First Amendment of Easement Agreement dated _____, 2012, by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11 & THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, BEING 2 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 11; THENCE SOUTH 01°37'12" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 749.70 FEET; THENCE DEPARTING SAID WEST LINE; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 68.88 FEET TO TEP POWER POLE & THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 68.88 FEET TO SAID WEST LINE OF SECTION 11; THENCE CONTINUING NORTH 90°00'00" EAST, A DISTANCE OF 67.91 FEET; THENCE SOUTH 66°13'10" EAST, A DISTANCE OF 205.19 FEET TO THE POINT OF TERMINUS.

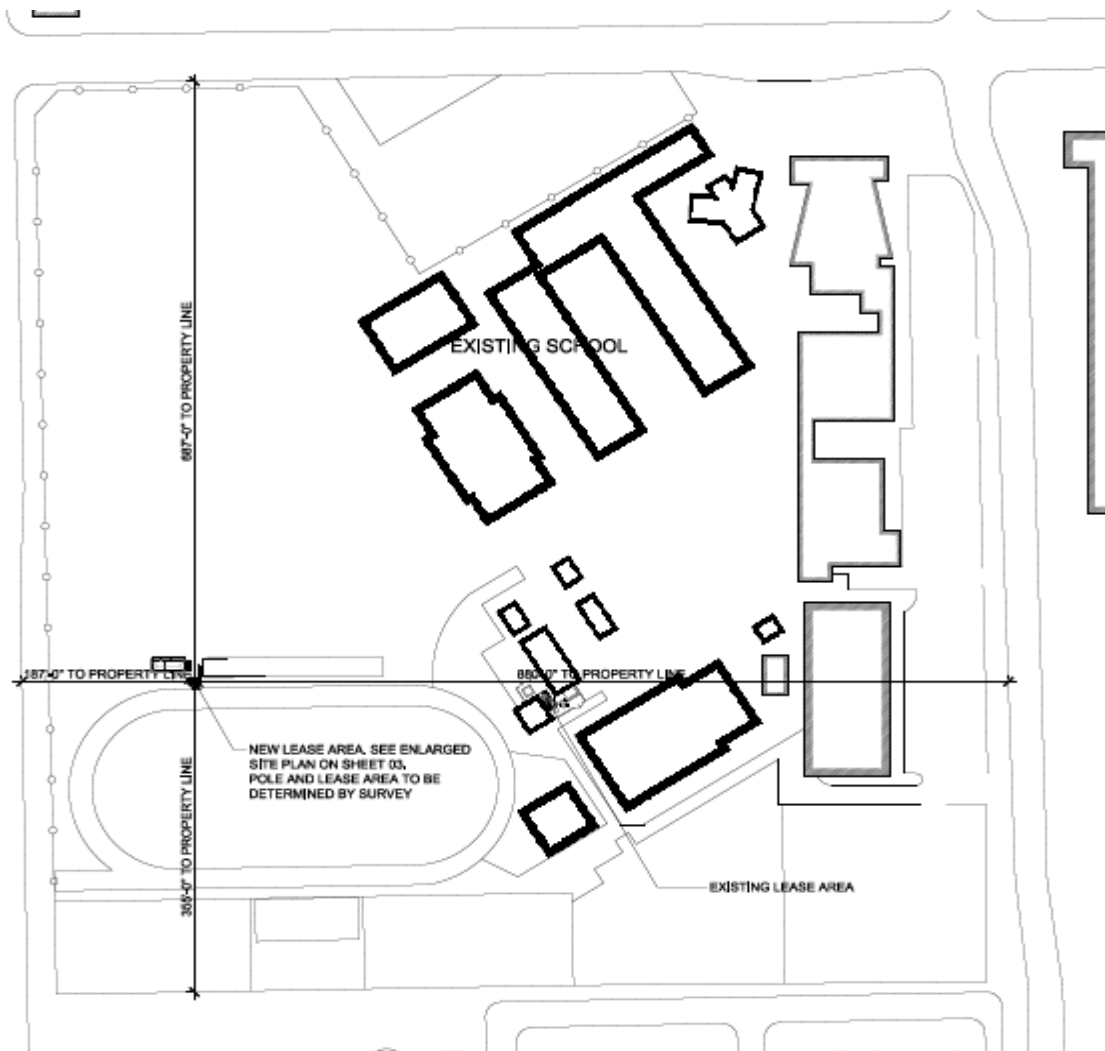
EXHIBIT B-1

DEPICTION OF GRANTEE'S SITE & ACCESS EASEMENT

Page 1 of 4

to the First Amendment of Easement Agreement dated _____, 2012, by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

Site Easement Location:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY GRANTEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

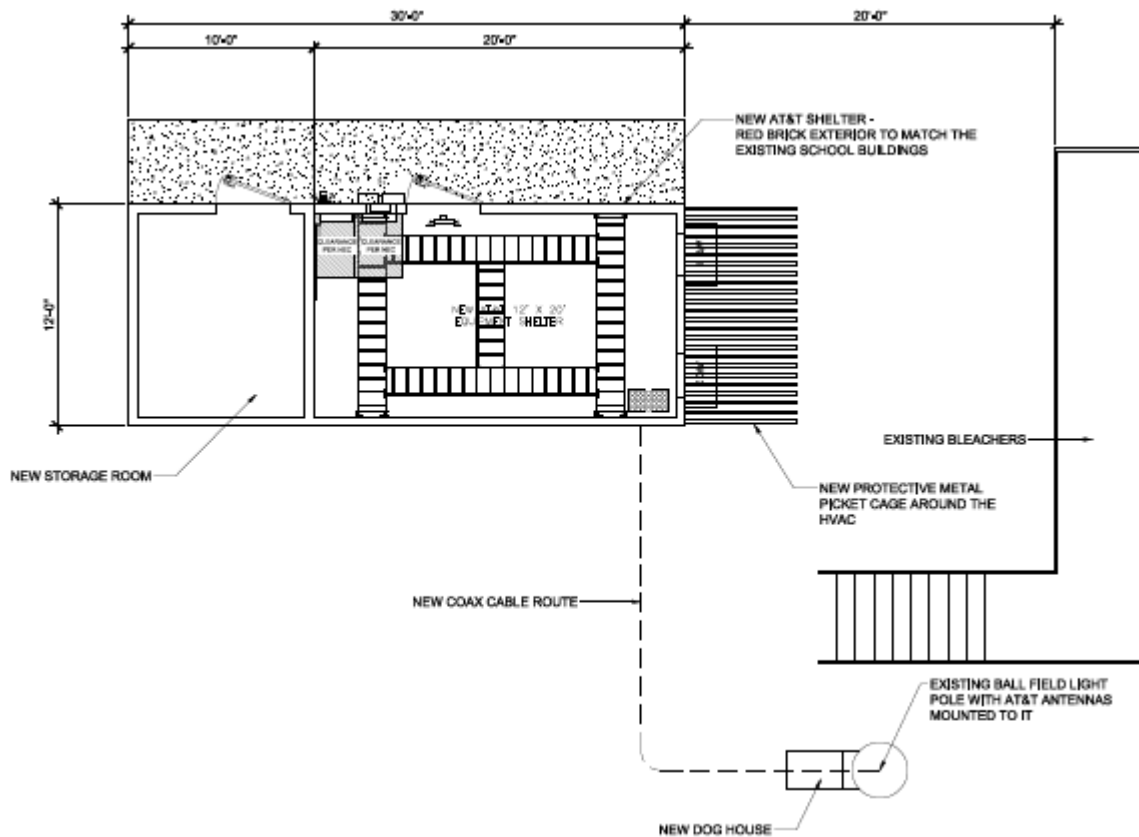
EXHIBIT B-1

DESCRIPTION OF GRANTEE'S SITE & ACCESS EASEMENT

Page 2 of 4

to the First Amendment of Easement Agreement dated _____, 2012, by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

Site Easement Detail:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY GRANTEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
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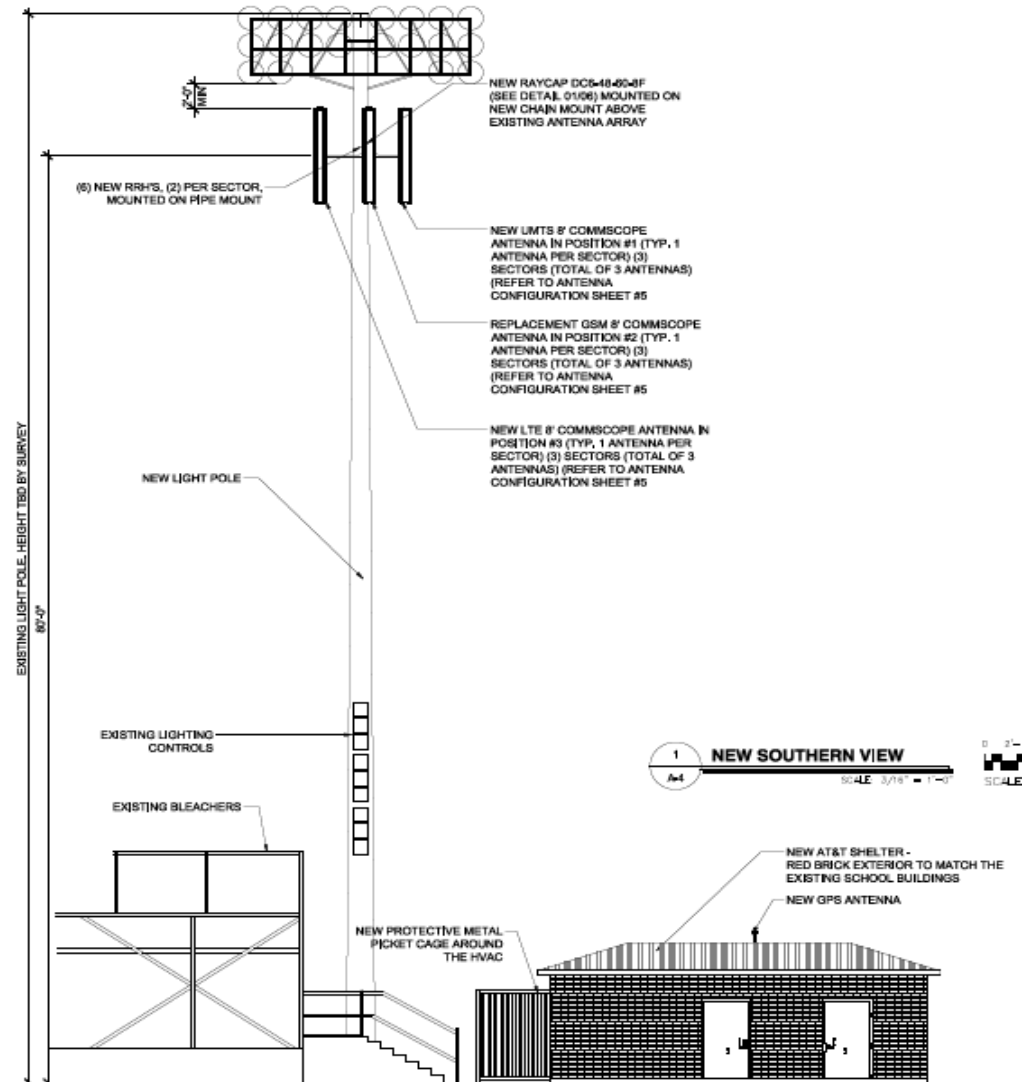
EXHIBIT B-1

DESCRIPTION OF GRANTEE'S SITE & ACCESS EASEMENT

Page 3 of 4

to the First Amendment of Easement Agreement dated _____, 2012, by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

Improvements Detail:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY GRANTEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
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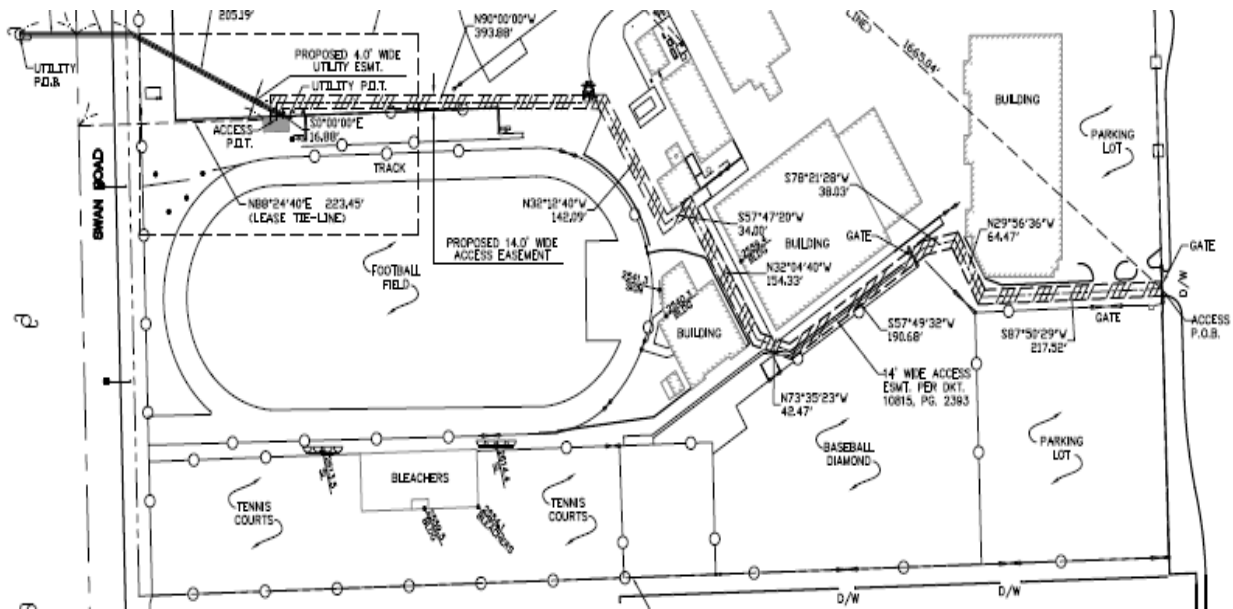
EXHIBIT B-1

DESCRIPTION OF GRANTEE'S SITE & ACCESS EASEMENT

Page 4 of 4

to the First Amendment of Easement Agreement dated _____, 2012, by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

Access Easement Location:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY GRANTEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT C-1

IMPROVEMENTS

Page 1 of 1

to the First Amendment of Easement Agreement dated _____, 2012, by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

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 Agreement:

- (1) Real property consisting of approximately 360 square feet of land;
- (2) Shelter for placement of Grantee's equipment and Grantor's Storage Room.
- (3) Replacement light pole.
- (4) Cables, wires, cable supports, riders, conduits, pipes and chases from the equipment;
- (5) Cellular, radio, link or other telecommunication antennae array equipment or appurtenances on the existing light pole.

ATTACHMENT 1

A.P.N. 127-01-001B

WHEN RECORDED RETURN TO:

Richard Q. Nye
Richard Q. Nye, Ltd.
9141 E. Hidden Spur Trail, Suite 105
Scottsdale, Arizona 85255
602-424-2691

Space above this line for Recorder's Use

**Prior recorded document(s) in Pima County, Arizona:
Recorded on June 11th, 1998, at # 19980920646**

Cell Site No. : PHNXAZT545
Cell Site Name: Rincon High School
Fixed Asset Number: 10091292
State: Arizona
County: Pima

**FIRST AMENDMENT TO MEMORANDUM
OF
EASEMENT**

This First Amendment to Memorandum of Easement is entered into on this ____ day of _____, 2012, by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, having a mailing address of 1010 E. 10th Street, Tucson, Arizona 85719 ("**Grantor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services, PCS, Inc., having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Grantee**").

1. Grantor and Grantee's predecessor in interest entered into a certain Easement Agreement ("**Agreement**") on the 23rd day of April, 1998, as amended by that certain First Amendment to Easement Agreement dated _____, 2012, (the "**First Amendment**") for the purpose of installing, operating and maintaining a telecommunications facility and other improvements. A Memorandum of Easement reflecting the Agreement was recorded on June 11th, 1998 at # 19980920646, in the public records of Pima County, State of Arizona.

2. Grantor agrees to relocate and increase the size of the easement area to accommodate Grantee's needs pursuant to the provisions of the Agreement and the First Amendment. Grantor grants to Grantee certain rights affecting that certain real property described on Exhibit 1-A attached hereto and incorporated herein by this reference (the "**Property**"). **Exhibit 1-A** hereby replaces **Exhibit A and A.1** to the Agreement.
3. Upon completion of the proposed construction and relocation of Grantee's telecommunications facility and improvements upon the easement area described in Exhibit 1-A, Grantee abandons and relinquishes its interest in the aforementioned easement described in Exhibit A and A.1 to the Agreement.
4. This First Amendment to Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of Lease as of the day and year first above written.

“GRANTOR”

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

By: _____
Name: Bryant Nodine, AICP _____
Title: Planning Services Program Manager
Date: _____

“GRANTEE”

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Todd Daoust
Title: Area Manager
Date: _____

GRANTEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On the ____ day of _____, 2012, before me personally appeared Todd Daoust, and acknowledged under oath that he is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Grantee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Grantee.

Notary Public: _____
My Commission Expires: _____

GRANTOR ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

I CERTIFY that on _____, 2012, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public
My Commission Expires: _____

EXHIBIT 1-A

DESCRIPTION OF GRANTEE'S SITE & ACCESS EASEMENT

Page 1 of 2

to the First Amendment of Memorandum of Easement Agreement dated _____, 2012, by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

EQUIPMENT AREA EASEMENT LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 11; THENCE SOUTH 01°37'12" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 839.50 FEET; THENCE DEPARTING SAID WEST LINE NORTH 88°24'40" EAST, A DISTANCE OF 223.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°24'40" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 01°35'20" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 88°24'40" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 01°35'20" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

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EXHIBIT 1-A

DESCRIPTION OF GRANTEE'S SITE & ACCESS EASEMENT

Page 2 of 2

to the First Amendment of Memorandum of Easement Agreement dated _____, 2012, by and between Tucson Unified School district No. 1 of Pima County, Arizona, a political subdivision of the State of Arizona, as Grantor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Grantee.

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