

SECOND AMENDMENT TO EASEMENT AGREEMENT

This Second Amendment to Easement Agreement ("**Second Amendment**") is made as of the date of the latter signature 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 3465 E. Pima Street, Tucson, Arizona (the "**Property**").

B. Grantor and Grantee are parties to that certain Easement Agreement dated September 5, 2000, as amended by that certain First Amendment to Easement Agreement dated November 21, 2008 (collectively, the "**Agreement**"), pursuant to which Grantee is granted an easement over a portion (the "**Easement**") of the Property for the construction, installation, maintenance, improvement and operation of a communications facility.

C. Pursuant to this Second Amendment, Grantor and Grantee desire to amend the Agreement to expand the Easement to allow Grantee to install additional equipment therein.

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. Easement. The Easement shall hereafter include an additional parcel of ground space measuring approximately eleven feet six inches (11'6") by fifteen feet six inches (15'6") for Grantee's generator pad, together with utilities connecting the generator and Grantee's existing equipment, all as more particularly depicted in Exhibit "B-3" attached hereto. Exhibits "B", "B-1" and "B-2" attached to the Agreement shall be supplemented by Exhibit "B-3".

2. Grantor Consent. Grantor hereby consents to the alterations, additions and improvements (collectively, the "**Improvements**") to the Property that are described and depicted on Exhibit "B-3".

3. Annual Fee Increase. In consideration for the Improvements, the current Annual Fee shall be increased by Two Thousand Seven Hundred Sixty Dollars (\$2,760.00) per year (the "**Annual Fee Increase**"), commencing upon the first (1st) day of the month following Grantee's commencement of installation of the Improvements. Grantor and Grantee agree that they shall acknowledge in writing the date of commencement of installation of the Improvements. Grantor acknowledges that the first payment of the Annual Fee Increase shall be paid within sixty (60) days following written confirmation of the date of commencement of installation of the Improvements.

4. Notices. Grantee's notice address set forth in the Agreement is hereby replaced with the following:

Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
Re: TUC Catalina

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

6. Ratification and Reaffirmation. Grantor and Grantee do hereby ratify, reaffirm, adopt, contract for, and agree to be or continue to be, as the case may be, bound by all of the terms and conditions of the above referenced Agreement. Except as modified herein, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Second Amendment by Grantor and Grantee is not intended to and shall not constitute a release of Grantor and/or Grantee from any and all obligations or liabilities which they have to each other under and pursuant to the terms of the Agreement, and Grantor and Grantee are not released from any such liabilities or obligations.

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

GRANTOR:

Tucson Unified School District No. 1 of Pima County, Arizona,
a municipal corporation

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

GRANTEE:

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

By: _____
Name: Brian Mecum
Title: Area Vice President Network
Date: _____

EXHIBIT "B-3"

See attached.

