SECOND AMENDMENT TO EASEMENT AGREEMENT

This Second 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 Grantee (as successor in-interest to US West Wireless, LLC) are parties to that certain Easement Agreement dated March 13, 2000, as amended by a First Amendment to Easement Agreement dated November 20, 2015 (collectively, the "Easement Agreement"), pursuant to which Grantee leases 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 Premises description to allow Grantee to install, maintain and operation its communications facilities at a different location on the Property, as well as make other certain modifications to 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", "A-2", "B-1", "B-2", and "D-1" 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-3", "A-4", "B-3", "B-4", and "D-2" respectively, attached hereto and incorporated by this reference.

2. Modified Premises. The description of the Premises as described in the Easement Agreement is hereby amended as: (i) ground space measuring approximately nine-feet four-inches (9'-4") 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 "B-4" attached hereto and made a part hereof. Grantor hereby consents to the alterations, additions and improvements that are described and depicted on Exhibits "A-3", "A-4", "B-3", "B-4", and "D-2" attached hereto and made a part hereof.

3. 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: _____
Title: _____
Date: _____

EXHIBIT "A-3"

EASEMENT LEGAL DESCRIPTION

(Lease Site)

Sabino High School

PROJECT AREA
Grantee Lease Area No. 1

Grantee Lease Area No. 2

[TO BE PROVIDED]

EXHIBIT "A-4"

EASEMENT LEGAL DESCRIPTION

(Access Easement)

12' ACCESS EASEMENT

[TO BE PROVIDED]

EXHIBIT "B-3"

SITE PLAN

(Lease Area)

Sabino High School

See attached.

EXHIBIT "B-4"

SITE PLAN

(Access and Utilities Easement)

See attached.

EXHIBIT "D-2"

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 149 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.