

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 3951 S. Pantano Road, Tucson, Arizona 85716 (“Property”).

B. Grantor and Grantee are parties to that certain Easement Agreement dated April 4, 2003 (“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, the “Easement”).

C. Grantor and Grantee have agreed to amend the Easement Agreement to: (i) increase the size of the Easement to include additional land space measuring approximately twelve feet (12’) by twelve feet (12’); (ii) permit Grantee to remove an existing stadium light pole upon which Grantee’s antennas are mounted; (iii) permit Grantee to install a new stadium light pole on the Easement upon which Grantee’s antennas shall be mounted, along with related improvements for the installation of the new stadium light pole; and (iv) modify and amend the Exhibits to the Easement Agreement, as set forth 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” (but not Exhibit A.1), “B” (but not Exhibit B.1), “C” and “D” to the Easement Agreement are hereby deleted in their entirety as of the date this Amendment is fully executed and shall be replaced with Exhibits “A-2,” “B-2,” “C-2,” and “D-2,” respectively, attached hereto and incorporated by this reference. In the event of any conflict between the remaining exhibits and the new exhibits, the new exhibits shall control.

2. Premises. The Parties acknowledge that the Easement as described in the Easement Agreement is hereby amended to include (i) an additional parcel of ground space containing approximately one hundred forty-four (144) square feet and measuring approximately twelve feet (12’) by twelve feet (12’) (the “Monopole Easement Area”) upon which Grantee will install a New Light Pole (as defined below) for Grantee’s antennas and connections; (ii) 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

and among the Easement and the Monopole Easement Area; and (iii) 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 right-of-way extending from the nearest public right-of-way, to the Easement and Monopole Easement Area, said Monopole Easement Area, Utilities Right of Way, and Access Right of Way being as substantially described herein as Exhibit "B-2" attached hereto and made a part hereof.

3. Installation of Light Pole 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, the removal and disposal of one (1) existing light pole located on the Property ("Existing Light Pole") and the installation of a new eighty-two foot six inch (82' 6") tall light pole ("New Light Pole") on the Monopole Easement Area, as more particularly depicted and described in Exhibit "B-1" attached hereto and incorporated herein (collectively, the "Light Pole Improvements"). Grantor hereby consents to the construction, installation, operation and maintenance of the Light Pole Improvements as the same may be modified, added to and/or substituted from time to time during the term of the Easement Agreement, as the same may be extended. Following Grantee's completion of installation of the New Light Pole, Grantee shall relocate the existing lights ("Lights") currently located on the Existing Light Pole to the New Light Pole. Grantee shall ensure that the New Light Pole is installed properly, and is sufficient for Grantee's proposed use under the Easement Agreement. Within fifteen (15) days after the date Grantee notifies Grantor of Grantee's completion of the construction of the New Light Pole (the "Initial Inspection Period"), Grantor or its contractor shall inspect the New Light Pole at Grantor's sole cost and expense, but only for the purpose of inspecting the appearance and functionality of the New Light Pole for the installation and functioning of the Lights. If Grantor provides written notice to Grantee of Grantor's approval of the New Light Pole within the Initial Inspection Period, and immediately upon the date of such notice or the date Grantor is deemed to have given such notice of approval, as described below, then Grantor shall be deemed to have accepted the New Light Pole in its "as is" condition, and Grantee shall have no further liability or obligations therefor, except for the ability to use and modify the New Light Pole throughout the term of the Easement Agreement, as the same may be extended. If Grantor provides written notice (the "Inspection Notice") of any New Light Pole construction deficiencies to Grantee within the Initial Inspection Period, Grantee shall promptly commence any repairs and/or remedial work to the New Light Pole as necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been completed, Grantee shall notify Grantor of such completion and Grantor shall then have an additional fifteen (15) days from the date of such notification from Grantee (the "Additional Inspection Period") to inspect the New Light Pole with respect to such deficiencies. If Grantor reasonably determines that Grantee has corrected such deficiencies in compliance with the Inspection Notice, then within the Additional Inspection Period, Grantor shall give Grantee written approval of the New Light Pole and shall be deemed to have accepted the New Light Pole in its "as is" condition, and Grantee shall have no further liability or obligations therefor, except for the ability to use and modify the New Light Pole throughout the term of the Easement Agreement, as the same may be extended. In the event Grantor either fails to approve the New Light Pole as described above during the Initial Inspection Period or the Additional Inspection Period, or fails to provide written notice to Grantee of any such deficiencies (or of Grantee's failure to repair and/or remediate any deficiencies described in the Notice, if applicable) within the Initial Inspection Period or the Additional Inspection Period, Grantor shall be deemed to have approved Grantee's construction of, and shall be deemed to have approved, the New Light Pole, and

accepted it in its “as is” condition, and Grantee shall have no further liability or obligations therefor, except for the ability to use and modify the New Light Pole throughout the term of the Easement Agreement, as the same may be extended.

Throughout the term of the Easement Agreement, as the same may be extended, Grantor shall be responsible to maintain and repair the Lights and the New Light Pole in good condition, reasonable wear and tear excepted, and in compliance with all applicable laws, all at Grantor's sole cost and expense, and with the same level and standard of care it uses for the maintenance and repair of its other stadium light fixtures on the Property. Grantor shall, at all times during the term if the Easement Agreement (as the same may be extended), provide electrical service and access to the New Light Pole. Grantor shall use its best efforts to maintain and repair the Lights and New Light Pole without disturbing or affecting Grantee's equipment. Grantor acknowledges and agrees that (1) Grantee's communications equipment is highly sensitive, (2) Grantee's communications equipment may only be handled by properly trained and qualified personnel, and (3) Grantee shall be solely responsible for the maintenance, repair and handling of all of Grantee's equipment, antennas, and any other of Grantee's improvements during the term of the Easement Agreement, as the same may be extended. Grantee shall have the sole, exclusive use of the New Light Pole for the installation and operation of its equipment (with the exception of Grantor’s use of the Lights).

4. Governmental Approvals. Any required permits for the Light Pole Improvements shall be obtained by Grantee at Grantee's sole expense. Furthermore, it is understood and agreed that Grantee's ability to install the Light Pole 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 Light Pole 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 Light Pole 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 Light Pole Improvements or Grantee determines that the Light Pole 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. All rent in connection with the 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. Continued Effect. Except as specifically modified by this Amendment, all of the terms and conditions of the Easement Agreement shall remain in full force and effect. In the event of a conflict between any term or provision of the Easement Agreement 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 Easement Agreement. 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]

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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-2"

EASEMENT LEGAL DESCRIPTION
SANTA RITA HIGH SCHOOL

DESCRIPTION OF EASEMENT SITE
VERIZON – CEDAR GROVES
(FOOTBALL FIELD)

Easement Area

That portion of the Northwest One-Quarter (NW 1/4) of Section 33, Township 14 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Section 33;

THENCE S 00°04'45" W, along the West Line of said Northwest One-Quarter (NW 1/4), a distance of 1,166.34 feet;

THENCE S 89°55'15" E 661.70 feet to the **POINT OF BEGINNING**;

THENCE continue S 89°55'15" E 32.00 feet;

THENCE S 00°04'45" W 22.00 feet;

THENCE N 89°55'15" W 32.00 feet;

THENCE N 00°04'45" E 22.00 feet to the **POINT OF BEGINNING**;

Containing 704.0 square feet, more or less.

Together with:

Monopole Easement Area

A PORTION OF THE NORTHWEST QUARTER NORTHWEST QUARTER (NW1/4 NW1/4); NORTH HALF NORTH HALF SOUTHWEST QUARTER NORTHWEST QUARTER (N1/2 N1/2 SW1/4 NW1/4), SECTION 33, TOWNSHIP 14 SOUTH, RANGE 15 EAST, DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33 FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 33 BEARS NORTH 89° 32' 33" EAST, 2835.74 FEET; THENCE NORTH 89°32'33" EAST ALONG THE NORTH LINE OF SAID SECTION 33, 722.05 FEET; THENCE SOUTH 00°00'00" EAST, 1191.39 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" WEST, 12.00 FEET; THENCE SOUTH 00°00'00" EAST, 12.00 FEET; THENCE NORTH 90°00'00" EAST, 12.00 FEET; THENCE NORTH 00°00'00" EAST, 12.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B-2”

SITE PLAN

Santa Rita High School

[SEE ATTACHED]

EXHIBIT "C-2"

PERMITTED USES OF EASEMENT

Santa Rita High School

- (A) Grantee may use the following portions of the Easement only for the following purposes:
- (1) Those portions of the Easement indicated as "Existing Lessee Site Enclosure" and "Monopole Easement Area" 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 Easement and the "Existing Lessee Site Enclosure" and "Monopole Easement Area" of the Easement 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. Additionally, Grantee may shall have the non-exclusive right of ingress and egress of pedestrian traffic between and among the "Existing Lessee Site Enclosure" and "Monopole Easement Area" portions of the Easement.

EXHIBIT “D-2”

IMPROVEMENTS

Santa Rita 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 Agreement:

- (1) Real property consisting of approximately 848 square feet of land;
- (2) A replacement light pole upon which to place the antenna array within an approximate 12’ by 12’ parcel of land;
- (3) Cables, wires, cable supports, riders, conduits, pipes and chases to, from, and among the equipment;
- (4) Cellular, radio, link, or other telecommunication antennae array equipment, including supports located on the replacement light pole; along with the removal and addition of certain improvements on the Easement.