

## TUC PALO VERDE

### OPTION AND LAND LEASE AGREEMENT

This Option and Land Lease Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between TUCSON HIGH SCHOOL DISTRICT #1, with its principal offices located at 1010 East Tenth Street, Tucson, Arizona 85719, hereinafter designated "LESSOR" and VERIZON WIRELESS (VAW) LLC, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LESSOR is the owner of that certain real property located at **Palo Verde High School, 1302 S. Avenida Vega, Tucson AZ 85710**, (APN: 135-02-1330) legally described in Exhibit "A", attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property (the "Premises") consisting of: (i) a parcel comprised of approximately six hundred (600) square feet and measuring twenty feet (20') by thirty feet (30') (the "Land Space"); (ii) the parcel upon which LESSEE will install a New Light Pole (as defined below) and an aerial easement above the Property for the placement of LESSEE's antennas and connections (together, the "Light Pole Space"); (iii) a right of way (the "Utilities Right of Way") for the installation, improvement, 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 Light Pole Space; (iv) non-exclusive right (the "Parking Easement") to use parking space(s) in the School's parking lot, for the parking of vehicles, including trucks, in such parking area as LESSOR may reasonably designate; and (v) 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 and from the Land Space and the 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 to and from the Land Space and the Light Pole Space over, under, along, through and across the Property. The Land Space, Light Pole Space, Utilities Right of Way, Parking Easement, and Access Right of Way are hereinafter collectively referred to as the "Premises." The Premises is depicted on the Site Plans attached hereto and incorporated herein as Exhibit "B".

NOW THEREFORE, in consideration of the sum of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), to be paid by LESSEE to LESSOR, LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty-five (45) days of full execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3a of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary

herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of the full execution of this Agreement. If the option has not been so exercised, it may be extended for one additional period of twelve (12) months, upon: (i) LESSEE shall submit written notice to LESSOR of the intent to extend prior to the end of the initial option period; and (ii) LESSOR shall provide written approval or disapproval of such notice of extension to LESSEE within ten (10) business days after receipt. If the option is approved and extended, LESSEE shall make an additional payment of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3a of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, LESSOR decides to subdivide, sell or change the status of the Property or LESSOR's property contiguous thereto LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of this Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to LESSOR in writing by certified mail, return receipt requested, or by commercial courier. LESSEE shall be deemed to have exercised the option, and the following agreement shall take effect, on the date specified in writing by LESSEE in the Notice:

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between TUCSON HIGH SCHOOL DISTRICT #1, with its principal offices located at 1010 East Tenth Street, Tucson, Arizona 85719, hereinafter designated "LESSOR" and VERIZON WIRELESS (VAW) LLC, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of real property located at **Palo Verde High School, 1302 S. Avenida Vega, Tucson AZ 85710**, (APN: 135-02-1330) legally described in Exhibit "A", attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property") being described as: (i) a parcel comprised of approximately six hundred (600) square feet and measuring twenty feet (20') by thirty feet (30') (the "Land Space"); (ii) the parcel upon which LESSEE will install a New Light Pole (as defined below) and an aerial easement above the Property for the placement of LESSEE's antennas and connections (together, the "Light Pole Space"); (iii) a right of way (the "Utilities Right of Way") for the installation, improvement, 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 Light Pole Space; (iv) non-exclusive right (the "Parking Easement") to use parking space(s) in the School's parking lot, for the parking of vehicles, including trucks, in such parking area as LESSOR may reasonably designate; and (v) 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 and from the Land Space and the 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 to and from the Land Space and the Light Pole Space over, under, along, through and across the Property. The Land Space, Light Pole Space, Utilities Right of Way, Parking Easement, and Access Right of Way are hereinafter collectively referred to as the "Premises." The Premises is depicted on the Site Plans attached hereto and incorporated herein as Exhibit "B". The Utilities Right of Way and Access Right of Way are hereinafter collectively referred to as the "Right of Way."

In the event any public utility is unable to use the Right of Way or Further Rights of Way, LESSOR hereby agrees to grant an additional right-of-way(s) either to LESSEE or to the public utility at no cost to LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to supplement and/or replace the aforementioned equipment with similar and comparable equipment provided said replacement does not exceed the maximum tower loading of said New Light Pole.

Notwithstanding anything to the contrary in this Agreement, LESSOR and LESSEE hereby agree that at LESSEE's option, LESSEE shall have the right to lease additional ground space from LESSOR for the continued installation, operation and maintenance of its wireless communications facility on the Property (the "Additional Leased Area"). Upon LESSOR's approval of the Additional Leased Area, which approval shall not be unreasonably withheld, conditioned or delayed, the Parties agree to negotiate in good faith an amendment to the Lease to memorialize the location of the Additional Leased Area. The Parties further agree that rent for the Additional Leased Area shall be One and 50/100 Dollars (\$1.50) per square foot per month. Such rent increase shall become effective on the first day of the month after LESSEE commences construction within the Additional Lease Area. LESSEE shall be permitted to use the Additional Leased Area for the same purposes LESSEE is permitted to use the Property.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibits "A" and "B". Cost for such work shall be borne by LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of full execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Nineteen Thousand and no/100 Dollars (\$19,000.00) to be paid annually, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable

discretion. From time to time during the Term (defined below) of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

b. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. LESSOR shall pay for all costs of providing electrical power to Lessor's Light Fixture (defined below). If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then LESSEE shall pay LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year extension terms unless LESSEE terminates this Agreement at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for each five (5) year extension term shall be increased by twenty percent (20%) over the annual rental due during the immediately preceding five (5) year term.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extension terms shall be collectively referred to herein as the "Term."

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises (excluding the New Light Pole). LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9 above, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right



of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
  - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence
  - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
  - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include LESSEE as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO PREMISES. LESSOR agrees LESSEE shall have twenty-four (24) hour, seven day-a-week free access to the Premises and New Light Pole at all times for the purpose of installing and maintaining the said equipment, subject to the right of LESSOR to reasonably require LESSEE to check-in with the school office when school is in session or the adjoining fields are in use. Except in case of emergency LESSEE shall complete such work during daylight hours. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and New Light Pole location, including, but not limited to keys and/or keyed access codes. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct

supervision will be permitted to enter said premises. LESSEE shall provide LESSOR with twenty-four (24) hour notice of LESSEE's intent to enter the Premises, except in case of emergency. LESSOR shall take all reasonable actions to prevent access to the Premises, New Light Pole and any improvements located thereon by any unauthorized persons. LESSEE shall furnish LESSOR with necessary means of access for the purpose of ingress and egress to the Land Space, including, but not limited to keys and/or keyed access codes. Notwithstanding the foregoing, such access shall not include any equipment or equipment cabinets located thereon. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSOR or persons under their direct supervision will be permitted to enter the Land Space. LESSOR shall provide LESSEE with twenty-four (24) hour notice of LESSOR's intent to enter the Land Space, except in case of emergency.

14. COMPLIANCE. LESSOR covenants that it will keep Lessor's Light Fixture operational and in good repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall promptly repair any damage to LESSEE's Improvements (defined below) caused by LESSOR, its employees, agents or contractors. LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of LESSEE's communications facilities. If LESSOR fails to make such repairs including maintenance LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the New Light Pole structure or its appurtenances.

All antenna(s) on the New Light Pole must be identified by a marking fastened securely to its bracket on the New Light Pole and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the New Light Pole promptly after the completion of the same.

Upon request of LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the New Light Pole provided:

a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSOR agrees and acknowledges that all of the Improvements (defined below), equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property. Upon the expiration or termination of this Agreement, for default or otherwise, LESSEE shall: (i) within a reasonable period, not to exceed ninety (90) days, remove all Improvements to a depth of one foot below ground level and LESSEE's electrical equipment and other personal property and fixtures, and, subject to the one foot limitation, restore LESSOR's real property to its original condition, subject to reasonable wear and tear; provided, however, that LESSEE shall not be required to remove the New Light Pole (or its footings) nor replace the Old Light Pole. Notwithstanding the foregoing, upon expiration of the Term all of LESSEE's right, title and interest in the New Light Pole (excluding Lessee's antennas) shall automatically, without the need for execution of further documentation, transfer

from LESSEE to LESSOR and LESSEE shall have no further liability, responsibility or obligations therefor. Without limiting the foregoing, LESSOR acknowledges and agrees that the New Light Pole shall be transferred at the end of the Term in its then "AS IS" and "WHERE-IS" condition without representation or warranty from LESSEE of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose and LESSEE shall not be liable or responsible for any liability or damages, whether actual, incidental, or consequential, whether foreseeable or not, arising out of or connected with the New Light Pole or its use or resale by LESSOR. Thereafter, LESSOR shall be responsible for maintaining, repairing and removing the New Light Pole.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to the Premises and or that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Premises thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to the Premises and or any portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to any portion of the Premises and/or Property occupied by LESSEE for the purpose of operating and maintaining communications

facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Tucson High School District #1  
1010 East Tenth Street  
Tucson, Arizona 85719

LESSEE: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate  
(Site: TUC Palo Verde)

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Premises or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Premises or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Premises or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Premises or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any

mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of this Agreement is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance

policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Premises or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and (b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. In the event that abatement of hazardous materials is required in connection with the construction of the Premises, LESSOR shall take responsibility as generator of the waste resulting from the abatement and shall cooperate with any necessary abatement



procedures, including signing all necessary documents and manifest required for abatement. "Hazardous Material" shall mean any material, substance, chemical or waste identified as hazardous, toxic, solid waste or dangerous in any applicable federal, state or local Law or regulation (including petroleum, impacted soils and asbestos).

32. CASUALTY. In the event of damage by fire or other casualty to the New Light Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate and the Parties shall have no further obligation (except for indemnifications which expressly survive this Agreement) as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Agreement effective as of the date the condemning authority takes such possession. LESSEE shall be entitled to and shall receive and retain that part of the award or price paid by the condemning authority for the entire Property which is attributable to the improvements, fixtures, conduits, antennas, equipment; and all other things of LESSEE situated on the Property which cannot be removed, as well as LESSEE's relocation costs, damages and losses, and the loss of its leasehold interest (collectively, "Losses"). In addition, LESSEE may on its own behalf make a claim for its Losses in any condemnation proceeding involving the Premises. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to each other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused

by such condemning authority. In the event this Agreement is not terminated, LESSEE shall also be entitled to an award for its Losses.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. CONSTRUCTION OF NEW LIGHT POLE. As a condition to entering into this Agreement, LESSOR has required LESSEE to construct and install certain improvements at the Property, which shall include, but are not limited to (i) removing the existing ball field light pole located on the Property ("Old Light Pole"), but keeping the existing light fixture from the Old Light Pole ("Lessor's Light Fixture"); (ii) installing a new ninety three foot (93') tall ball field light pole ("New Light Pole") where LESSEE shall mount its antennas wires, cables, conduits and pipes and Lessor's Light Fixture; (iii) installation of a concrete slab beneath LESSEE's equipment shelter and generator and generator connections within the Land Space; and (iv) removal of existing improvements on the Land Space, all as more particularly described in the places depicted and described in Exhibit "B" attached hereto and incorporated herein (collectively, the "Improvements"). LESSOR shall cooperate with LESSEE to install the New Light Pole and LESSOR shall prepare the Light Pole Space for the installation of the New Light

Pole in a condition clean and free of debris and ready for LESSEE's installation of the New Light Pole. Prior to installation of the New Light Pole by LESSEE, LESSEE may remove the Old Light Pole and LESSOR may elect that LESSEE (i) take possession of and remove the Old Light Pole from the Property; or (ii) place the Old Light Pole on the ground adjacent to the Premises for removal and/or storage by LESSOR. If LESSOR fails to make such an election within three (3) days of notice to LESSOR, LESSEE shall have the option to make such election on behalf of LESSOR. Concurrently with the construction of the New Light Pole, LESSEE shall relocate Lessor's Light Fixture to the New Light Pole, as shown on Exhibit "B" attached hereto. LESSEE shall have no obligation to replace the Old Light Pole at the expiration or earlier termination of this Agreement. LESSEE shall have no obligation to replace the New Light Pole during the term of this Agreement nor remove the New Light Pole at the expiration or termination of this Agreement. The cost of acquiring and installing the New Light Pole shall be the responsibility of LESSEE. LESSEE shall maintain the Improvements and all equipment installed by LESSEE pursuant to this Agreement so as to be safe, clean, in good repair, and have a neat appearance at LESSEE's sole expense. Notwithstanding the foregoing, LESSOR shall be responsible to paint the New Light Pole from time to time and LESSOR shall be solely responsible for all repairs and maintenance to Lessor's Light Fixture, at LESSOR's sole cost and expense.

39. NO OTHER EQUIPMENT OR LEASES. During the term of this Agreement, LESSOR shall not permit any other equipment to be mounted on the New Light Pole or enter into any other leases, licenses or other agreements which would permit any other equipment to be mounted on the New Light Pole by others.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

TUCSON HIGH SCHOOL DISTRICT #1

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

VERIZON WIRELESS (VAW) LLC  
d/b/a Verizon Wireless

By: \_\_\_\_\_

Brian Mecum

Area Vice President Network

Date: \_\_\_\_\_

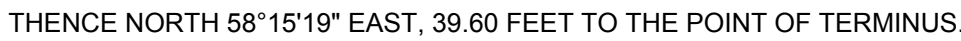
**EXHIBIT A**

## **THE PROPERTY**

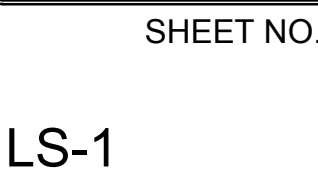
ALL OF BLOCK 6, OF TERRA DEL SOL, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 11 OF MAPS, PAGE 58.

**EXHIBIT B**  
**THE PREMISES**



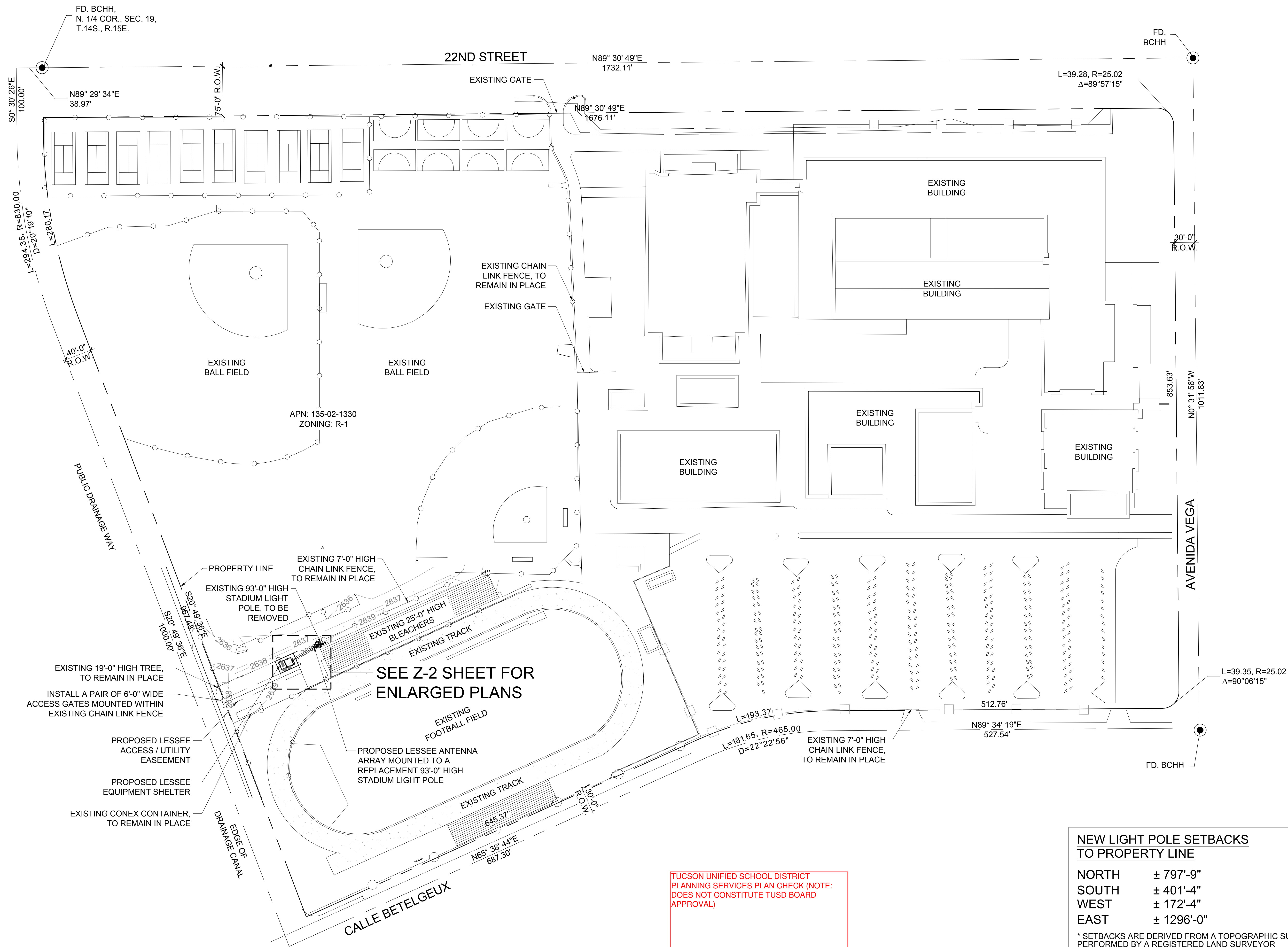


( IN FEET )  
1 inch = 20 ft.



REVISION:





TUCSON UNIFIED SCHOOL DISTRICT  
PLANNING SERVICES PLAN CHECK (NOTE:  
DOES NOT CONSTITUTE TUSD BOARD  
APPROVAL)

NEW LIGHT POLE SETBACKS  
TO PROPERTY LINE

NORTH ± 797'-9"  
SOUTH ± 401'-4"  
WEST ± 172'-4"  
EAST ± 1296'-0"

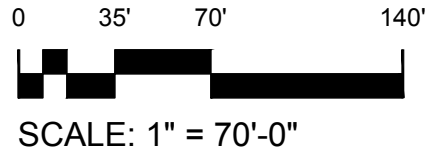
\* SETBACKS ARE DERIVED FROM A TOPOGRAPHIC SURVEY  
PERFORMED BY A REGISTERED LAND SURVEYOR



1  
Z-1

SITE PLAN

SCALE: 1" = 70'-0"



CLIENT

126 W. GEMINI DR.  
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

architecture / project management  
10245 E. Via Linda, Scottsdale, AZ 85258  
ph: 480 451 9609 fax: 480 451 9608  
e mail: corporate@ydcoffice.com

SEAL

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PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
1	10/22/2014	PRELIMINARY REVIEW ZD'S
2	10/27/2014	SUBMITTAL ZD'S

ARCHITECTS JOB NO.  
YDC-6126

PROJECT INFORMATION

TUC\_PALO VERDE

1302 S. AVENIDA VEGA  
TUCSON, AZ 85710

SHEET TITLE  
OVERALL SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER  
Z-1





NOT USED

4

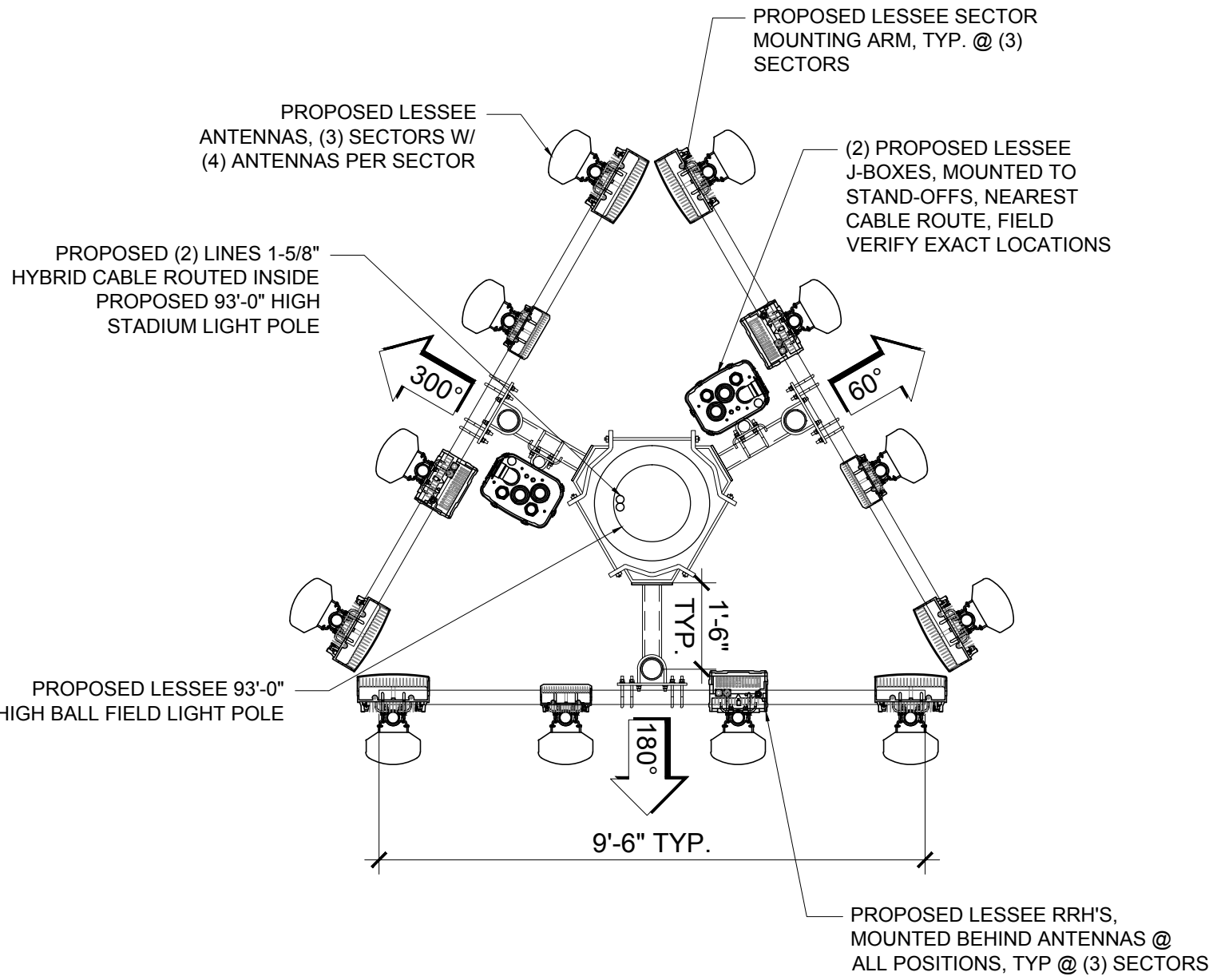
COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	CENTERLINE	QTY.	SIZE	TYPE
ALPHA	60°	50'-0"	-	-	-
BETA	180°	50'-0"	-	-	-
GAMMA	300°	50'-0"	-	-	-
-	-	50'-0"	2	1-5/8"	6X12 HYBRID CABLE

NOTE:  
ALL AZIMUTHS SHOWN ARE RELATIVE TO TRUE NORTH,  
UNLESS NOTED OTHERWISE

\*IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY  
AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR  
TO INSTALLING ANTENNAS.

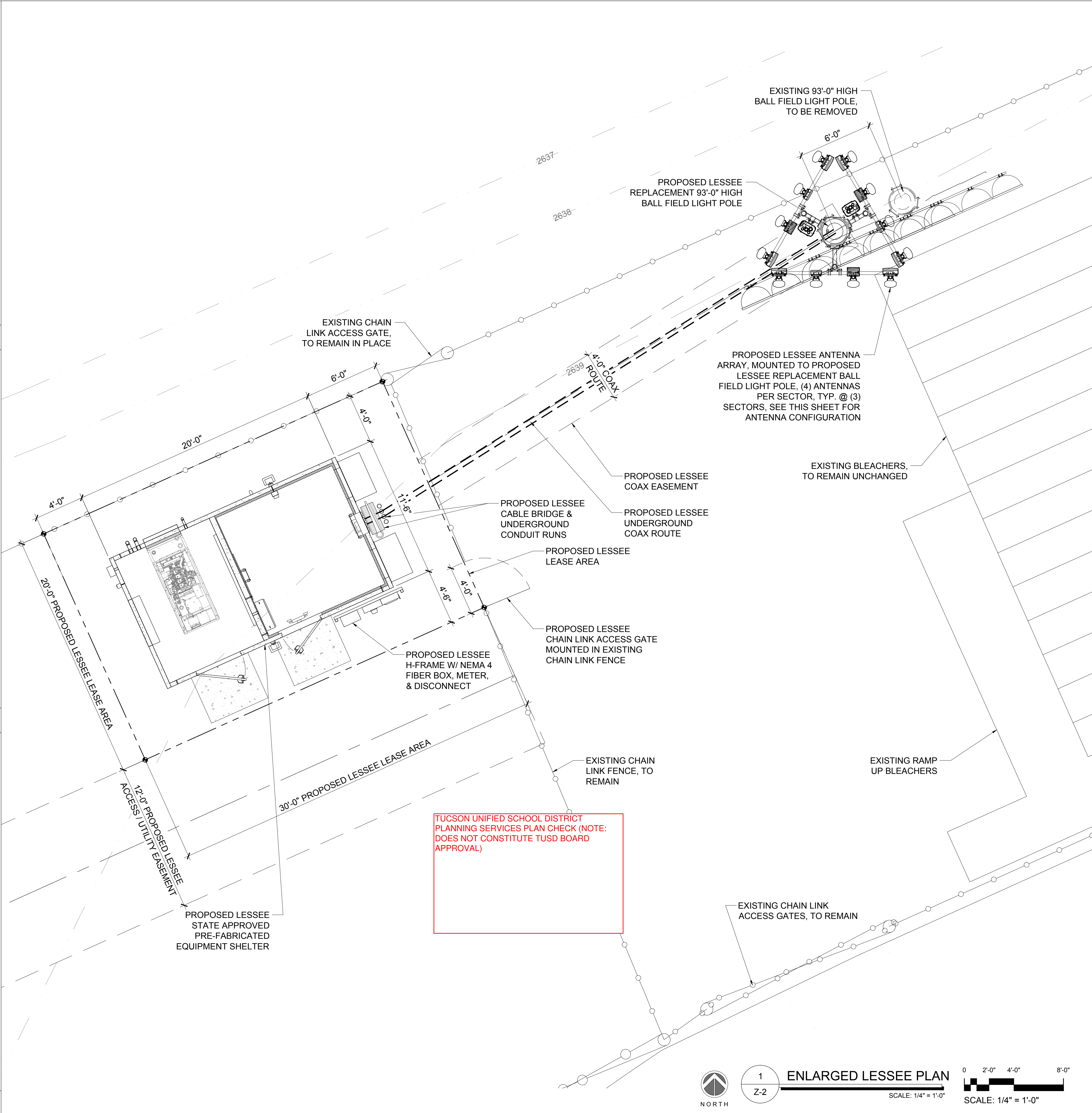
COAX CABLE INFORMATION

3



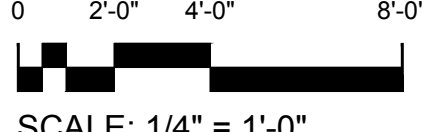
NEW ANTENNA CONFIG. - 50' RAD CENTER

2



1  
Z-2

ENLARGED LESSEE PLAN  
SCALE: 1/4" = 1'-0"



CLIENT

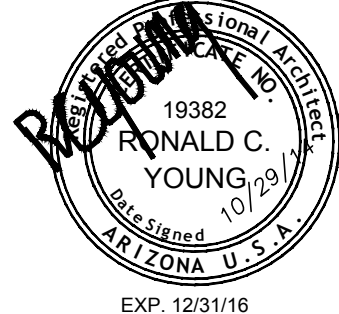
**verizon** wireless

126 W. GEMINI DR.  
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY  
**young design corp**  
architecture / project management  
10245 E. Via Linda, Scottsdale, AZ 85258  
ph: 480 451 9609 fax: 480 451 9608  
e mail: corporate@ydcoffice.com

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UNLESS UNDER THE DIRECT SUPERVISION OF  
THE REGISTRANT, TO MODIFY THIS DOCUMENT  
IN ANY WAY.

PRELIMINARY UNLESS SIGNED

NO.	DATE	DESCRIPTION
1	10/22/2014	PRELIMINARY REVIEW ZD'S
2	10/27/2014	SUBMITTAL ZD'S

ARCHITECTS JOB NO.  
YDC-6126

PROJECT INFORMATION

TUC\_PALO VERDE

1302 S. AVENIDA VEGA  
TUCSON, AZ 85710

SHEET TITLE  
**ENLARGED SITE PLAN  
SITE DETAILS**

JURISDICTION APPROVAL

SHEET NUMBER  
**Z-2**