

FIRST AMENDMENT TO EASEMENT AGREEMENT
(For Telecommunications Facility at Kyrene Del Pueblo School)

This First Amendment to Easement Agreement (the "Amendment") is made and entered into this 23rd day of NOVEMBER, 2021 (the "Amendment Effective Date"), by and between the KYRENE ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of Arizona ("Grantor"), and CELLCO PARTNERSHIP d/b/a Verizon Wireless, a Delaware general partnership ("Grantee").

RECITALS:

WHEREAS, Grantor and Grantee's predecessor-in-interest, Verizon Wireless (VAW) LLC, entered into that certain Easement Agreement made effective as of June 14, 2009 (the "Agreement"), pursuant to which Grantor granted to Grantee an easement on and across a portion of the Site, as more particularly described therein; and

WHEREAS, Grantor and Grantee desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

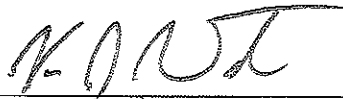
1. Capitalized terms not defined herein shall have the same meanings ascribed to such terms in the Agreement.
2. **Exhibit "B"** to the Agreement is hereby deleted in its entirety and replaced with **Exhibit "B-1"** attached to this Amendment and incorporated herein by reference. From and after the Effective Date, any references to **Exhibit "B"** to the Agreement shall be deemed to refer to **Exhibit "B-1"** attached hereto.
3. As of the Amendment Effective Date, any references in the Agreement to the "Monopole" are hereby amended to refer to the "Monopalm". The location of the Monopalm is depicted in **Exhibit "B-1"** attached hereto.
4. Grantor and Grantee hereby reaffirm their rights and obligations under the Agreement as modified by this Amendment. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. The Agreement and this Amendment contain all agreements, promises or understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy, or proceeding at law. Any addition, variation or modification to the Agreement or this Amendment shall be void and ineffective unless made in writing and signed by the parties hereto. In the event any provision of the Agreement or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement or this Amendment.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date indicated above.

GRANTOR:

KYRENE ELEMENTARY SCHOOL DISTRICT, a
political subdivision of the State of Arizona

By: 
Name: KEVIN WALSH
Title: Governing Board President
Date: 11-23-21

GRANTEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

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

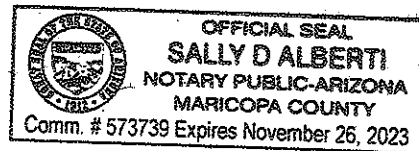
GRANTOR ACKNOWLEDGEMENT

STATE OF Arizona)
) ss
COUNTY OF Maricopa)

On November 23, 2021, before me personally appeared Kevin Walsh, as Governing Board President of KYRENE ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of Arizona, personally known to me or proven on the basis of satisfactory evidence to be the person whose name is ascribed on the within instrument, and acknowledged that s/he executed the same on behalf of KYRENE ELEMENTARY SCHOOL DISTRICT and by its authority for the purposes set forth therein.

Sally D. Alberti
Print Name: Sally D. Alberti
Notary Public

My commission expires: 11/26/2023



GRANTEE ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20____, before me personally appeared _____, as _____ of CELLCO PARTNERSHIP, a Delaware general partnership d/b/a Verizon Wireless, personally known to me or proven on the basis of satisfactory evidence to be the person whose name is ascribed on the within instrument, and acknowledged that s/he executed the same on behalf of said general partnership and by its authority for the purposes set forth therein.

Print Name: _____
Notary Public

My commission expires: _____

EXHIBIT "B-1"

EASEMENT LEGAL DESCRIPTION AND SITE PLAN

(For Telecommunications Facility at Kyrene Del Pueblo School)

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EXISTING LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HAND HOLE AT THE INTERSECTION OF WHITTEN STREET AND TWELVE OAKS BOULEVARD; THENCE NORTH 26°46'04" EAST ALONG THE CENTERLINE OF TWELVE OAKS BOULEVARD, 175.61 FEET; THENCE NORTH 63°13'56" WEST, DEPARTING THE CENTERLINE OF TWELVE OAKS BOULEVARD, 261.95 FEET; THENCE NORTH 70°12'10" WEST, 6.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 19°47'50" WEST 27.85 FEET; THENCE NORTH 70°12'10" WEST, 22.88 FEET; THENCE NORTH 19°47'50" EAST, 35.69 FEET; THENCE SOUTH 68°15'41" EAST 18.85 FEET; THENCE SOUTH 19°52'14" WEST, 7.18 FEET; THENCE SOUTH 70°27'46" EAST, 4.00 FEET TO THE POINT OF BEGINNING.

LESSEE LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED AT RECEPTION NO. 84-126672 OF MARICOPA COUNTY RECORDS, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON MARCH 27, 1984, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY NORTH 01°02'53" WEST, 153.51 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 30°00'00" WEST, 91.94 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 70°12'10" WEST, 20.00 FEET; THENCE NORTH 19°47'50" EAST, 20.00 FEET; THENCE SOUTH 70°12'10" EAST, 20.00 FEET; THENCE SOUTH 19°47'50" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-1"

EASEMENT LEGAL DESCRIPTION AND SITE PLAN

(For Telecommunications Facility at Kyrene Del Pueblo School)

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EXISTING ACCESS & UTILITY & COAX EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING A 12.00 FOOT WIDE ACCESS AND UTILITY EASEMENT, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP IN HAND HOLE AT THE INTERSECTION OF WHITTEN STREET AND TWELVE OAKS BOULEVARD;

THENCE NORTH 26°46'04" EAST, ALONG THE CENTERLINE OF TWELVE OAKS BOULEVARD, 175.61 FEET; THENCE NORTH 63°13'56" WEST, DEPARTING THE CENTERLINE OF TWELVE OAKS BOULEVARD, 261.95 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 19°47'50" WEST, 25.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 19°47'50" WEST, 8.50 FEET; THENCE SOUTH 70°12'05" EAST, 27.85 FEET; THENCE SOUTH 29°49'33" WEST, 112.85 FEET TO THE POINT OF TERMINUS ON THE NORTH RIGHT-OF-WAY LINE OF SAID WHITTEN STREET;

AND TOGETHER WITH A 5.00 FOOT WIDE COAX EASEMENT, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID POINT "A";

THENCE SOUTH 70°12'05" EAST, 34.72 FEET; THENCE SOUTH 73°52'21" EAST, 39.61 FEET TO THE POINT OF TERMINUS.

EXISTING UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING A 5.00 FOOT WIDE UTILITY EASEMENT, LYING 5.00 FEET WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A FOUND BRASS CAP IN HAND HOLE AT THE INTERSECTION OF WHITTEN STREET AND TWELVE OAKS BOULEVARD;

THENCE NORTH 26°46'04" EAST, ALONG THE CENTERLINE OF TWELVE OAKS BOULEVARD, 175.61 FEET; THENCE NORTH 63°13'56" WEST, DEPARTING THE CENTERLINE OF TWELVE OAKS BOULEVARD, 261.95 FEET; THENCE NORTH 70°12'10" WEST, 6.00 FEET; THENCE SOUTH 19°47'50" WEST, 27.85 FEET; THENCE NORTH 70°12'10" WEST, 0.34 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 26°57'22" WEST, 115.43 FEET TO THE POINT OF TERMINUS ON THE NORTH RIGHT-OF-WAY LINE OF WHITTEN STREET.

[See attached.]

