



April 25, 2017

Mr. Monte Woolstenhulme  
Teton School District No. 401  
445 N. Main St.  
Driggs, ID 83422

Subject: Verizon Wireless lease agreement – ID6 Clawson

Dear Monte,

Enclosed please find one original of the fully executed Lease Agreement for the above mentioned site for your records.

You should be receiving a letter directly from Verizon Wireless with more specific information regarding future activity. In the meantime, you may call the Landlord Hotline at 1-866-862-4404 with any inquiries.

We want to thank you for all of your assistance and patience during the completion of this process.

Please don't hesitate to call us if you have any questions or concerns.

Sincerely,

Digital Skylines, Inc.

A handwritten signature in blue ink, appearing to read "Kevin T. Howell", written over the company name.

Kevin T. Howell  
President

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 19<sup>th</sup> day of April, 2017 between Teton School District No. 401, with its principal offices located at 445 N. Main Street, Driggs, Idaho 83422, hereinafter designated LESSOR and Idaho 6 – Clark Limited Partnership 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 a "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 555 E. Ross Avenue, Driggs, County of Teton, State of Idaho, 83422 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property, comprised of a 576 square foot area of ground space for a new monopole, together with a separate 234.5 square foot area of ground space to accommodate outdoor equipment cabinets and a generator, as shown in detail on Exhibit "B" attached hereto and made a part hereof. The two parcels comprising the Premises are more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.
2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years, beginning on June 1, 2017 (the "Commencement Date"). LESSEE shall have the right to enter upon and commence use of the Premises upon the Commencement Date, except as otherwise provided in this Agreement.
3. EXTENSIONS. Upon the expiration of the initial term, and on each fifth anniversary thereafter, this Agreement shall automatically be extended for an additional five year term unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of LESSEE's intent to terminate at least 90 (ninety) days prior to the end of the then current term and provided that LESSEE is not in material default of its obligations under this Land Lease Agreement at the expiration of the then-current term. In no event may the Lease be extended for more than four additional 5 year terms beyond the initial term. The initial term and all extensions shall be collectively referred to herein as the "Term".
4. RENTAL.
  - (a). Rental payments shall be \$12,000 per year, to be paid in advance, commencing upon the Commencement Date. Rental payments shall be personally delivered to or sent via U.S. mail to LESSOR at 445 N. Main Street, Driggs, Idaho, 83422 or to such other place as LESSOR may, from time to time, communicate to LESSEE in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. 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.

(b). The annual rental for the second (2<sup>nd</sup>) year of the initial term and for each year thereafter, including any and all extension terms, shall be increased to an amount equal to 102% of the annual rental payable with respect to the immediately preceding year.

(c). LESSOR agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; and (ii) complete and fully executed State of Idaho and local withholding forms if required by law.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the a twenty foot wide access road ("Access Road") described in Exhibit C attached hereto for the purpose of enabling LESSEE to derive access to the Premises for the purpose of installing, operating and maintaining LESSEE's communications tower, equipment and facilities located upon the Premises. LESSEE may also use the Access Road for the installation, operation and maintenance of below ground wires, cables, conduits and pipes for electrical, telephone, fiber and or data lines necessary for LESSEE to operate its telecommunications facilities and equipment within the Premises. All such lines and conduits shall be buried to a depth of not less than 18 inches below grade. Upon request of LESSOR, LESSEE shall promptly provide locate services for such lines and conduits. Promptly upon the completion of the installation or maintenance of any such lines or facilities, LESSEE shall restore the condition of the Access Road to substantially the same condition in which it existed prior to the commencement of such installation or maintenance work. Upon written request of LESSOR, LESSEE, shall promptly at its sole expense, relocate any lines, facilities, equipment or other support services located within the Access Road to any other reasonable location within the Property as directed by LESSOR, provided such relocation is reasonably necessary in order to facilitate LESSOR's construction of any new building or structure upon the Property.

6. CONDITION OF PROPERTY. Upon the Commencement Date LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 25).

7. IMPROVEMENTS. LESSEE's communications equipment including, without limitation, the tower structure, antennas, conduits, fencing, screening and other improvements shall be designed, installed and constructed at LESSEE's sole expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit, provided such additional equipment does not increase the tower height, tower loading, expand the amount of Tower Space or impair, obstruct or interfere with LESSOR's field lights located below LESSEE's panel antennas.

8. GOVERNMENT APPROVALS. The Parties acknowledge and recognize that LESSEE will need to obtain a number of certificates, permits and other approvals (collectively the "Government Approvals") from various Federal, State or Local authorities (collectively, the "Government Entities"), as well as perform a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its efforts to obtain such

approvals and shall take no action which would adversely affect the status of the Premises or Property with respect to LESSEE's ability to obtain such Governmental Approvals or impede, impair or delay LESSEE's ability to conduct such tests or studies.

9. **TERMINATION.** LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval necessary for LESSEE's Use of the Premises is canceled, withdrawn or terminated by any Government Entity through no fault, action or inaction by LESSEE; (iii) LESSEE determines in good faith that such Government Approvals may not be obtained in a timely manner; (iv) prior to the Commencement Date LESSEE determines any structural analysis performed preparatory for LESSEE's Use of the Premises is unsatisfactory; (v) for any reason upon delivery of written notice to LESSOR at least 3 months prior to the annual anniversary of the Commencement Date; or (v) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. As a condition precedent to LESSEE's exercise of such termination rights, LESSEE shall not have removed LESSOR's field lighting or pole as provided in Paragraph 27 hereof, or if so removed, such field lighting and pole have been replaced and restored to a fully operable condition in the same or better condition as existed prior to such removal. In the event of a termination for any of such causes, LESSEE shall forfeit all annual rental paid in advance to LESSOR.

10. **INDEMNIFICATION.** Subject to Paragraph 11 and to the extent permitted by law, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage arising from the indemnifying Party's Use of the Premises or the Access Road and resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, officers or agents, except to the extent such claims or damages may be in whole or in part caused by the negligence or willful misconduct of the other Party, or its officers, employees, or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. **INSURANCE.** LESSEE obtain, keep and maintain throughout the initial term and any extended term commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. Such insurance shall further contain an endorsement providing that such policy may not be canceled without at least thirty (30) days prior advance written notice to LESSOR. Prior to the Commencement Date, LESSEE shall deliver to LESSOR a certificate of insurance evidencing such coverage. To the extent not otherwise prohibited by each Party's fire and/or property damage insurance policy or policies, the Parties hereby waive and release each other from any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises, Property or Access Road, including LESSEE's communications equipment, lines and facilities located thereon, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form"

property damage insurance or for 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, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. 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. To the extent not otherwise prohibited by each Party's fire and/or property damage insurance policy or policies, such waiver shall also apply to the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 22, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, whether under theory of contract, tort (including negligence), strict liability or otherwise, directly or indirectly arising out of a breach by either Party of its obligations under this Lease Agreement.

13. INTERFERENCE.

(a). The Parties agree that neither of them will cause interference that is measurable in accordance with industry standards to each other's equipment or facilities located upon the Premises, Property or Access Road. The Parties further agree that each of them will not cause interference that is measurable in accordance with industry standards to the then existing equipment of the other or to any existing lessee upon the Premises as of the Commencement Date.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (208-228-5923), the interfering party shall reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore in such event the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration of the Term or within 90 days of earlier termination, LESSEE shall remove all of LESSEE's communications equipment (except the Tower and footings), including but not limited to equipment installed on the Tower, and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment, except the Tower, 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 under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at a prorated monthly rate based upon the existing annual rental as adjusted under paragraph 4(b) hereof, until the removal of the communications equipment is fully completed.

15. LIMITED RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to the Premises 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 grant the easement or interest in the Premises to such third person in accordance with the terms and conditions of such third party offer.

16. RIGHTS UPON SALE. Subject to any existing leases, easements, licenses or rights granted to third parties as of the Effective Date, should LESSOR, at any time during the Term, (i) sell or otherwise transfer all or any part of the Property, or (ii) grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be subject to this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall, as of the Commencement Date, peaceably and quietly have, hold and enjoy the Premises. LESSOR covenants, represents and warrants to LESSEE that as of the Effective Date that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will impair or impede LESSEE's peaceable and quiet enjoyment of the Premises.

18. ASSIGNMENT. This Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, 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 either Party shall constitute an assignment hereunder.

19. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by U.S. Mail, certified mail, postage prepaid, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that such notice is sent for delivery at 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: Teton School District No. 401  
445 N. Main Street  
Driggs, Idaho 83422  
Telephone: (208) 228-5923



LESSEE: Idaho 6 – Clark Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon delivery to the Postal Service or commercial carrier as set forth above.

20. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after delivery of a written notice of default by the other Party or, if the failure cannot reasonably be remedied in such time, if the defaulting Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after delivery of the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure substantially impedes or prevents LESSEE's operation of its communications equipment or facilities and LESSOR does not remedy the failure within 5 days after delivery of written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after delivery of the initial written notice. The cure periods set forth in this Paragraph 20 does not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

21. REMEDIES. In the event of a material Default, without limiting the non-defaulting Party's exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement or pursue any other remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of Idaho. Further, 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 and the reasonable costs and expenses of remedying such Default shall be due and payable by the defaulting Party within thirty (30) days after delivery of an invoice therefor to the defaulting Party. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

22. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims arising from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance into the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws by LESSOR or by LESSOR's release of any regulated substance into the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR

agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

23. CASUALTY. If a fire or other casualty substantially damages the Premises and and/or substantially impairs LESSEE's Use of the Premises of the Access Road, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement by giving written notice to LESSOR within thirty (30) days after the occurrence of the event causing such impairment.

24. CONDEMNATION. If a condemnation of any portion of the Property or Premises substantially impairs LESSEE's Use, LESSEE may terminate this Agreement by giving written notice to LESSOR within thirty (30) days after the date possession is delivered to the condemning agency. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premise for losses related to LESSEE's communications equipment, relocation costs, loss of LESSEE's leasehold interest and any other damages LESSEE may incur as a result of any such condemnation.

25. APPLICABLE LAWS. During the Term, LESSEE shall comply with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of LESSEE'S 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 (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. LESSOR shall cooperate with LESSEE in obtaining any necessary building permits required for LESSEE's Use of the Premises.

26. [INTENTIONALLY DELETED].

27. CONSTRUCTION AND TRANSFER OF IMPROVEMENTS. LESSOR currently owns a light pole and field lighting equipment located upon the Premises. Following the Effective Date, LESSEE shall remove the existing light pole and field lighting at its cost and expense and construct a new tower (the "Tower") upon the Premises, as depicted on Exhibit "B" attached hereto and made a part hereof. LESSEE shall also remove the existing bank of field lights and install them on the new Tower or install new field lighting banks, as directed by LESSOR. If LESSOR determines that new field lights should be installed, then the material and equipment costs of such new lights shall be borne by LESSOR and the installation costs shall be borne by LESSEE. Prior to commencement of construction of the Tower, LESSEE shall provide LESSOR with a complete copy of all plans and specifications for the Tower for LESSOR's reasonable approval. If LESSOR does not approve of such plans within fourteen (14) days of delivery of such plans to LESSOR, LESSOR shall be deemed to have approved such plans. Following LESSOR's approval of the plans for the Tower, LESSEE may proceed with the construction of the Tower and reinstallation of LESSOR's light bank on the Tower. Upon completion of construction of the Tower, LESSEE shall give written notice to LESSOR of LESSEE's completion of the Tower and LESSOR shall seven (7) days thereafter in which to inspect the Tower and note any construction deficiencies or deviations from the plans previously approved by LESSOR. Upon LESSOR's inspection and approval of the Tower construction, LESSEE will execute and deliver to LESSOR a Bill of Sale substantially in the form attached hereto as Attachment "1", transferring all of LESSEE's right, title and interest in and to the Tower to LESSOR. Concurrently with the delivery of such Bill of Sale, LESSEE shall assign any tower manufacturer's warranty (if applicable) to LESSOR.




28. TOWER SPACE. Following LESSEE's transfer of the Tower to LESSOR, the portion of the Tower space shown on Exhibit "B" attached hereto (the "Tower Space") shall be deemed to be a portion of the Premises leased hereunder to LESSEE and LESSEE shall thereafter be entitled to install and operate the antennas and related radio equipment and appurtenances as shown and described in Exhibit "B" attached hereto and made a part hereof. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment, provided said replacement does not increase tower loading of said Tower, increase the amount of Tower Space occupied by LESSEE's facilities or otherwise impair or impede the operation or maintenance of LESSOR's lighting panels situated above LESSEE's equipment/banks.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the Parties regarding this transaction, and no oral agreements, promises or understandings shall be binding upon in any dispute, controversy or proceeding between the Parties. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. 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 hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the State of Idaho. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

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

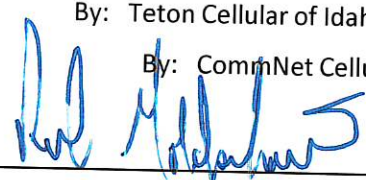
LESSOR: Teton School District No. 401

By:   
Name: Delwyn Jensen  
Title: Board chairman  
Date: 12/12/16

LESSEE: Idaho 6 – Clark Limited Partnership d/b/a Verizon Wireless

By: Teton Cellular of Idaho Limited Partnership, Its General Partner

By: CommNet Cellular Inc., Its Manager

By:   
Name: Rick Goldshmidt  
Title: Director Network Field Engineering  
Date: 4/19/17

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

**PARCEL 1:**

BEGINNING AT A POINT THAT IS N0°21.W 1334.22 FEET FROM THE SOUTH ONEQUARTER CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, SAID POINT OF BEGINNING BEING ON THE NORTH RIGHT OF WAY LINE OF GARFIELD STREET, AND RUNNING THENCE WEST ALONG THE NORTH LINE OF GARFIELD STREET 444.00 FEET, MORE OR LESS, TO THE CENTER OF AN IRRIGATION DITCH; THENCE NORTH 119.42 FEET; THENCE WEST 60.84 FEET TO A POINT THAT IS 125.7 FEET EAST OF THE EAST LINE OF FANNING AVENUE EXTENDED; THENCE N0°16.30.E 664.03 FEET, PARALLEL TO SAID EAST LINE OF FANNING AVENUE; THENCE EAST 505.87 FEET TO THE WEST LINE OF SOUTH BEL AIR ADDITION, DIVISION NO. 2; THENCE S0°18.W ALONG SAID WEST LINE OF SOUTH BEL AIR ADDITION 321.46 FEET TO A POINT THAT IS 130.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE EAST 102.83 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ROYAL AVENUE; THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE OF ROYAL AVENUE 441.99 FEET TO A POINT OF CURVE WITH A RADIUS OF 20.00 FEET; THENCE TO THE RIGHT ALONG SAID CURVE A DISTANCE OF 31.42 FEET; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF GARFIELD STREET 80.01 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 36, BLOCK 7, SOUTH BEL-AIRE ADDITION, DIVISION NO. 1, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, SAID POINT BEING N0°21.W 1334.22 FEET AND WEST 784.00 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER, OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, AND RUNNING THENCE NORTH 331.61 FEET; THENCE WEST 50.92 FEET; THENCE N45°00.W 70.69 FEET; THENCE NORTH 280.00 FEET; THENCE WEST 215.00 FEET; THENCE N54°15.W 106.00 FEET; THENCE S74°15.W 241.10 FEET; THENCE SOUTH 638.10 FEET TO A POINT OF CURVE HAVING A RADIUS OF 20.00 FEET AND A TANGENT THAT BEARS SOUTH; THENCE TO THE LEFT ALONG SAID CURVE 31.42 FEET TO THE NORTH LINE OF GARFIELD STREET; THENCE EAST 613.99 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B" (Page 1 of 5)

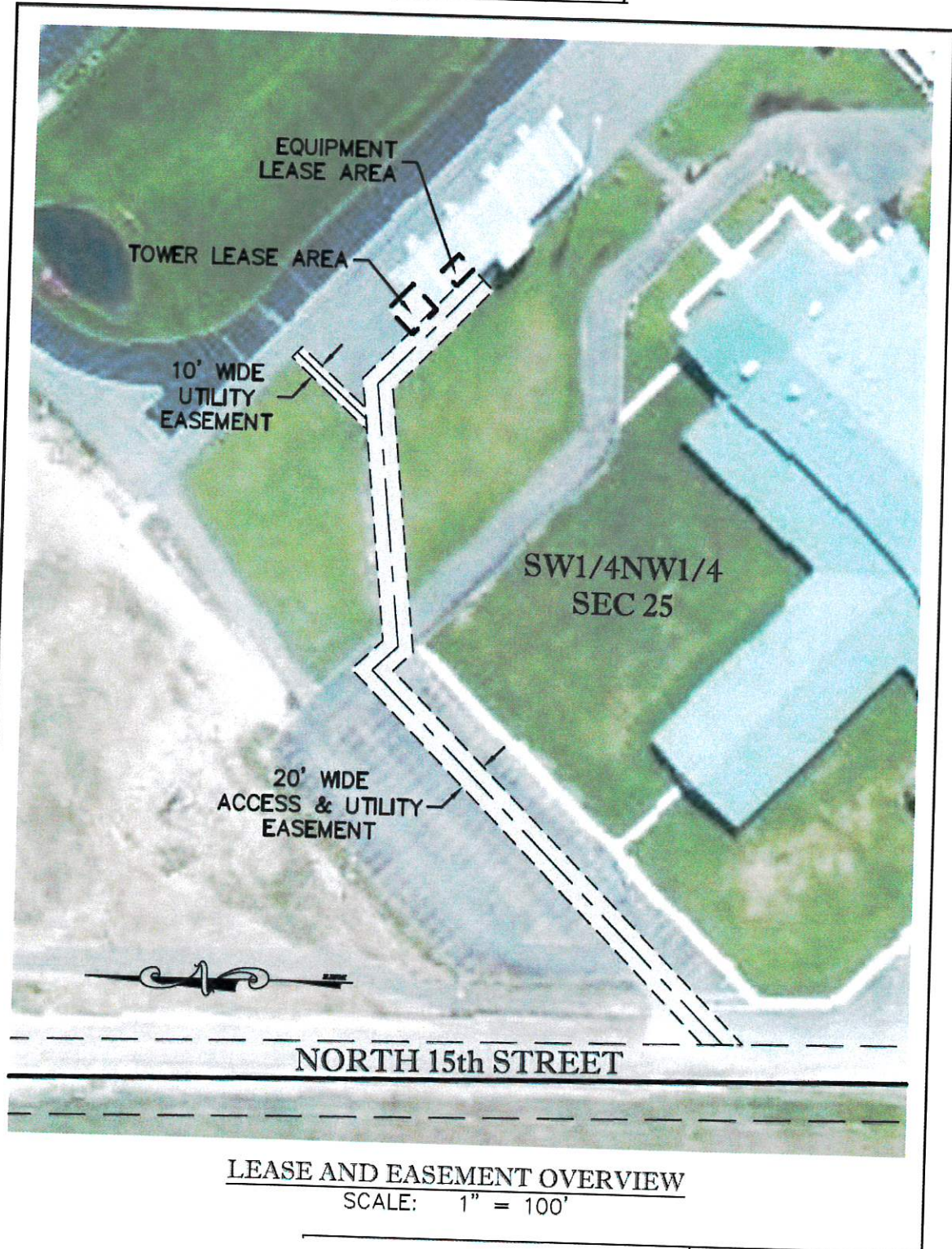
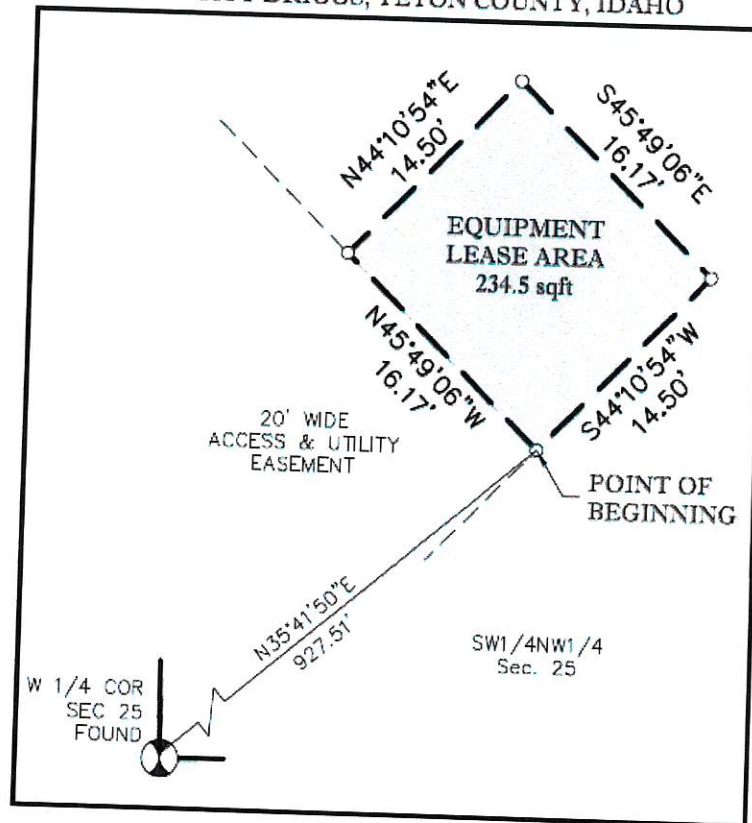


EXHIBIT "B" (Page 2 of 5)

GENERAL LEGAL DESCRIPTION OF LESSOR'S PARCEL

THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 25, LESS THE WEST THIRTY FEET OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, CITY DRIGGS, TETON COUNTY, IDAHO



EQUIPMENT LEASE AREA

SCALE: 1" = 10'

EQUIPMENT LEASE AREA LEGAL DESCRIPTION:

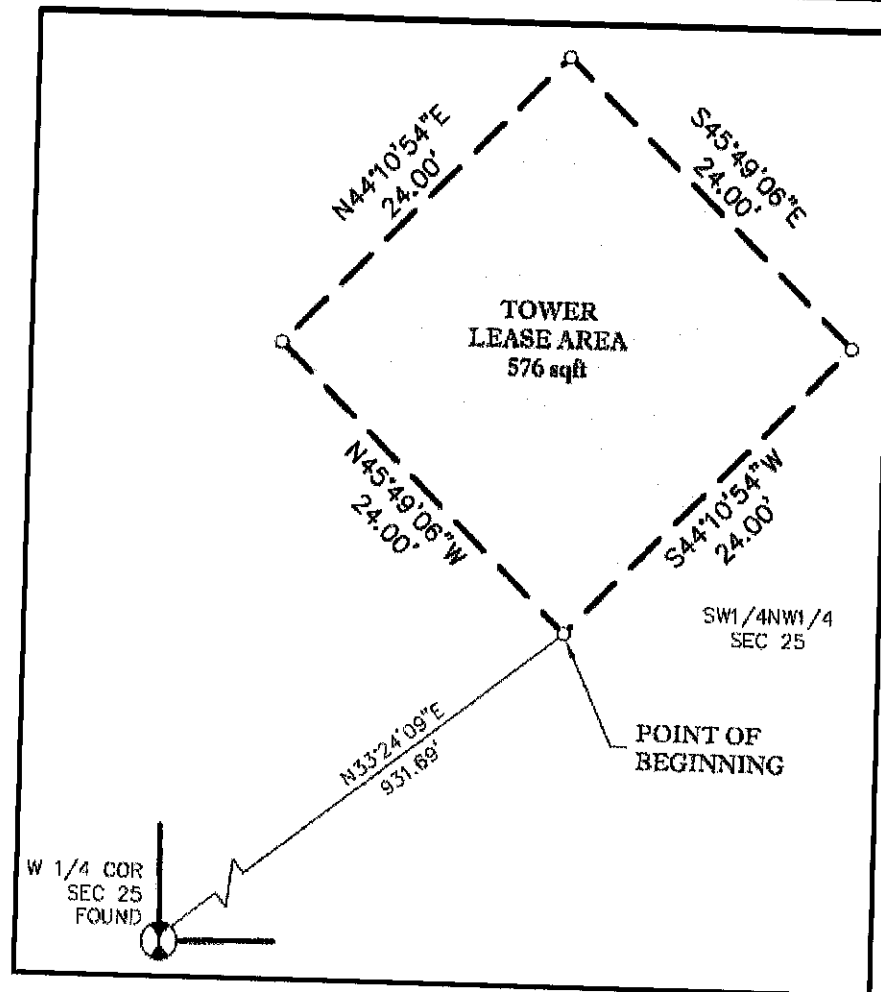
The following is a description of a 16.17 foot by 14.50 foot parcel of land to be used as a telecommunications equipment lease area situated within the Southwest One-Quarter of the Northwest One-Quarter of Section 25, Township 5 North, Range 45 East, Boise Meridian, City Driggs, Teton County, Idaho. Said Equipment Lease Area being specifically described as follows:

Beginning at a point which bears North 35°41'50" East, a distance of 927.51 feet from the West One-Quarter Corner of said Section 25;  
thence North 45°49'06" West, a distance of 16.17 feet;  
thence North 44°10'54" East, a distance of 14.50 feet;  
thence South 45°49'06" East, a distance of 16.17 feet;  
thence South 44°10'54" West, a distance of 14.50 feet to the point of beginning.

Said Equipment Lease Area being 234.5 square feet.



**EXHIBIT "B" (Page 3 of 5)**



**TOWER LEASE AREA**

SCALE: 1" = 10'

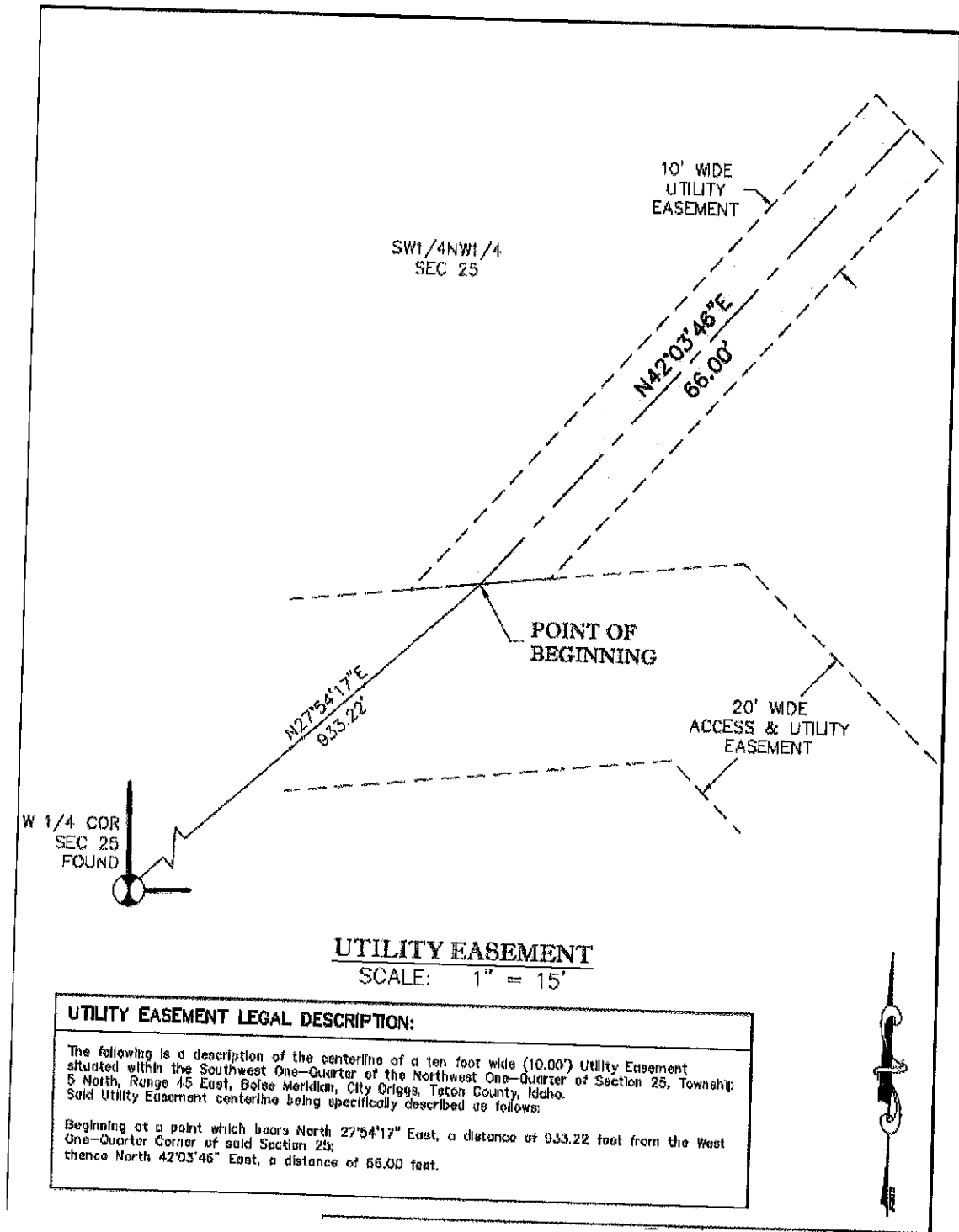
**TOWER LEASE AREA LEGAL DESCRIPTION:**

The following is a description of a twenty four foot by twenty four foot (24'x24') parcel of land to be used as a telecommunications tower lease area situated within the Southwest One-Quarter of the Northwest One-Quarter of Section 25, Township 5 North, Range 45 East, Boise Meridian, City Driggs, Teton County, Idaho. Said Equipment Lease Area being specifically described as follows:

Beginning at a point which bears North 33°24'09" East, a distance of 931.69 feet from the West One-Quarter Corner of said Section 25;  
 thence North 45°49'06" West, a distance of 24.00 feet;  
 thence North 44°10'54" East, a distance of 24.00 feet;  
 thence South 45°49'06" East, a distance of 24.00 feet;  
 thence South 44°10'54" West, a distance of 24.00 feet to the point of beginning.

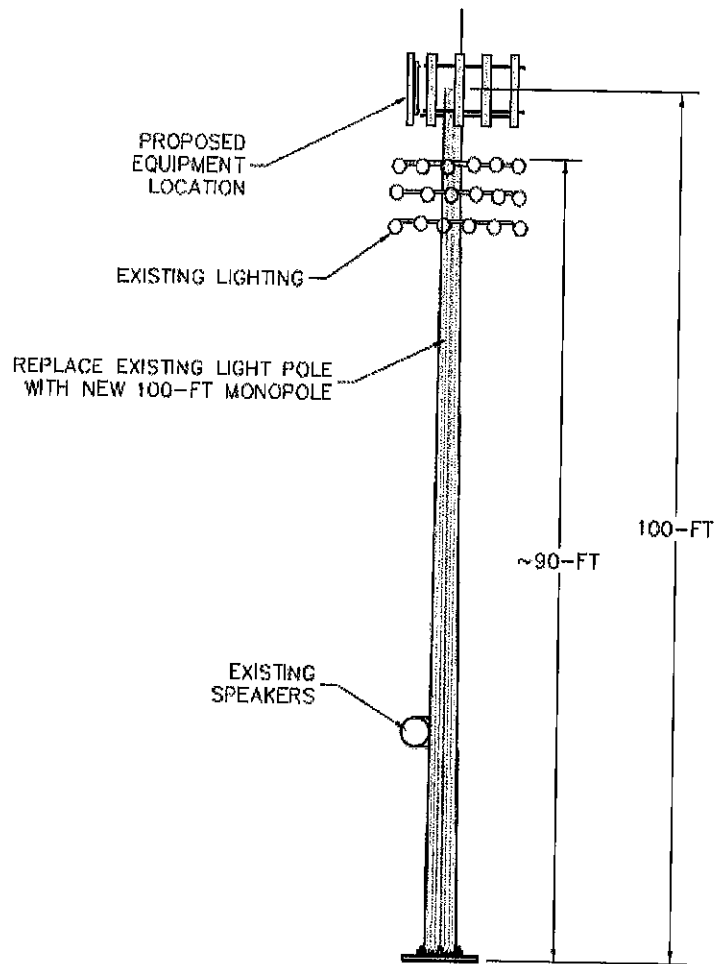
Said Tower Lease Area being 576 square feet.

**EXHIBIT "B" (Page 4 of 5)**



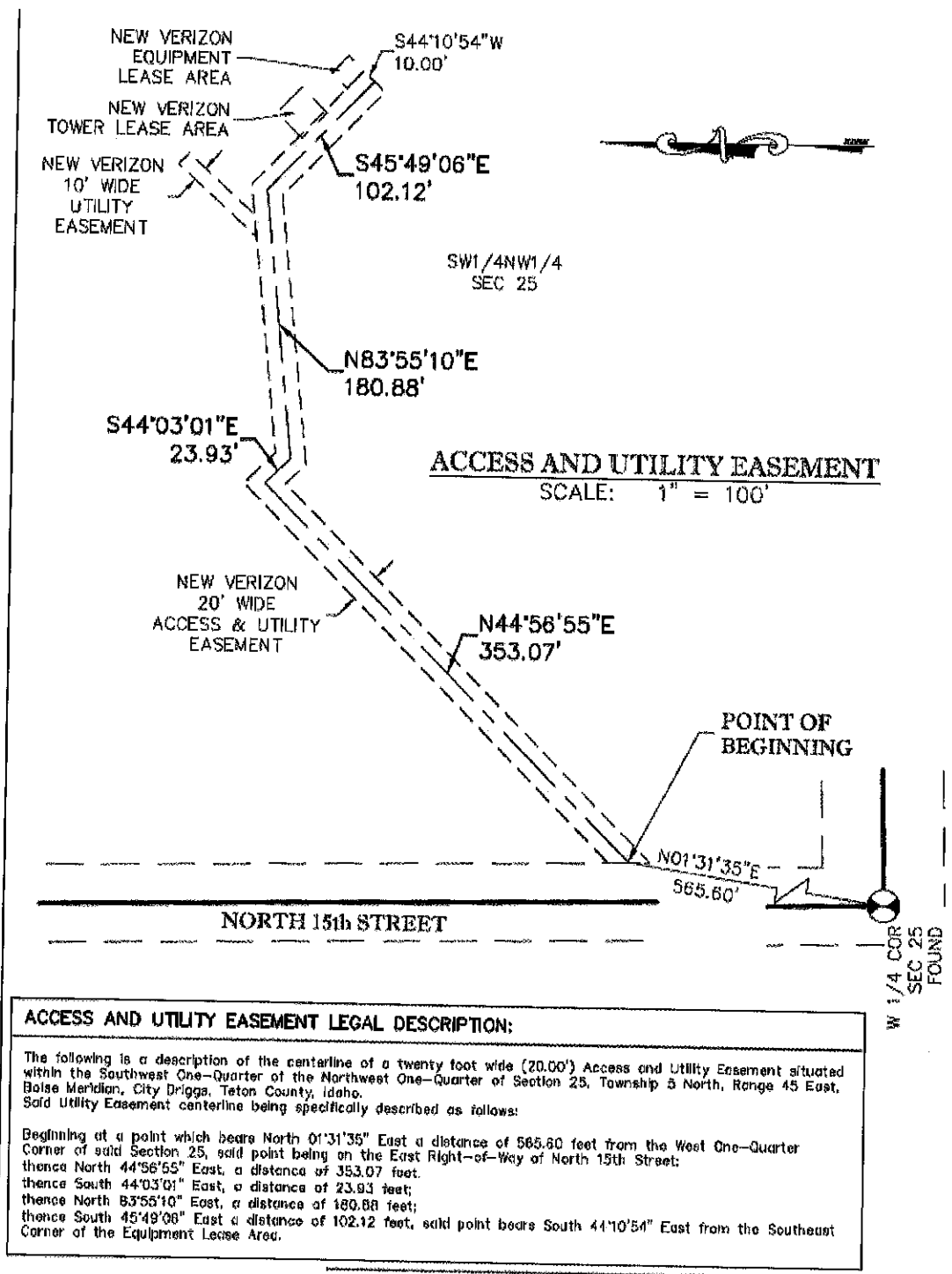


**EXHIBIT "B" (Page 5 of 5)**



**LIGHT POLE WITH NEW  
COMMUNICATIONS EQUIPMENT**

# EXHIBIT "C"



**ATTACHMENT "1"**  
**Bill of Sale form**

See attached.

## BILL OF SALE

THIS BILL OF SALE (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, (the "Effective Date") between Idaho 6 – Clark Limited Partnership d/b/a Verizon Wireless, having its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920 ("Verizon Wireless"), and Teton School District No. 401, whose address is 445 N. Main Street, Driggs, Idaho 83422 ("Buyer").

## RECITALS

- A. Verizon Wireless and Buyer are currently parties to a Land Lease Agreement dated \_\_\_\_\_ (the "Current Agreement"), for lease of property located at 555 Ross Avenue, Driggs, County of Teton, State of Idaho 83422 more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").
- B. Verizon Wireless is willing to convey to Buyer all of Verizon Wireless' right, title and interest in a certain communications tower (collectively, the "Personal Property"), and Buyer is willing to acquire from Verizon Wireless all right, title and interest in and to such Personal Property, as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Verizon Wireless and Buyer hereby agree as follows:

## AGREEMENT

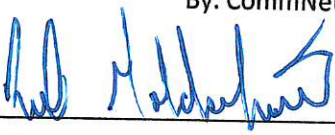
1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.
2. Conveyance of Personal Property. Effective as of the Effective Date, Verizon Wireless hereby agrees to grant, assign, sell and convey to Buyer all of Verizon Wireless' right, title and interest in and to the Personal Property listed and certain other equipment and facilities more fully described on Exhibit B attached hereto and made a part hereof. Verizon Wireless further does hereby sell, convey and assign to Buyer all manufacturer's warranties and/or contractor's warranties for the Personal Property and the equipment and facilities set forth in Exhibit B.
3. Property Conveyed. As of the Effective Date, Buyer hereby acknowledges and agrees that all of the Personal Property herein conveyed is being conveyed by Verizon Wireless and is being accepted by Buyer in "AS IS", "WHERE AS" condition. Buyer further acknowledges that Verizon Wireless hereby expressly disclaims any and all warranties or representations, including the warranty of merchantability and fitness for a particular purpose, whether express or implied, with respect to the Personal Property herein conveyed.
4. 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.

5. Successors. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.


6. 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 this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

VERIZON WIRELESS: Idaho 6 – Clark Limited Partnership d/b/a Verizon Wireless  
By: Teton Cellular of Idaho Limited Partnership, Its General Partner  
By: CommNet Cellular Inc., Its Manager

By:   
Name: Rick Goldshmidt  
Title: Director Network Field Engineering  
Date: 8/19/17

BUYER: Teton School District No. 401

By:   
Name: Deborah Jensen  
Title: Board Chairman  
Date: 12/12/16

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

BEGINNING AT A POINT THAT IS N0°21.W 1334.22 FEET FROM THE SOUTH ONEQUARTER CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, SAID POINT OF BEGINNING BEING ON THE NORTH RIGHT OF WAY LINE OF GARFIELD STREET, AND RUNNING THENCE WEST ALONG THE NORTH LINE OF GARFIELD STREET 444.00 FEET, MORE OR LESS, TO THE CENTER OF AN IRRIGATION DITCH; THENCE NORTH 119.42 FEET; THENCE WEST 60.84 FEET TO A POINT THAT IS 125.7 FEET EAST OF THE EAST LINE OF FANNING AVENUE EXTENDED; THENCE N0°16.30.E 664.03 FEET, PARALLEL TO SAID EAST LINE OF FANNING AVENUE; THENCE EAST 505.87 FEET TO THE WEST LINE OF SOUTH BEL AIR ADDITION, DIVISION NO. 2; THENCE S0°18.W ALONG SAID WEST LINE OF SOUTH BEL AIR ADDITION 321.46 FEET TO A POINT THAT IS 130.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE EAST 102.83 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ROYAL AVENUE; THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE OF ROYAL AVENUE 441.99 FEET TO A POINT OF CURVE WITH A RADIUS OF 20.00 FEET; THENCE TO THE RIGHT ALONG SAID CURVE A DISTANCE OF 31.42 FEET; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF GARFIELD STREET 80.01 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 36, BLOCK 7, SOUTH BEL-AIRE ADDITION, DIVISION NO. 1, TO THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY, IDAHO, SAID POINT BEING N0°21.W 1334.22 FEET AND WEST 784.00 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER, OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, AND RUNNING THENCE NORTH 331.61 FEET; THENCE WEST 50.92 FEET; THENCE N45°00.W 70.69 FEET; THENCE NORTH 280.00 FEET; THENCE WEST 215.00 FEET; THENCE N54°15.W 106.00 FEET; THENCE S74°15.W 241.10 FEET; THENCE SOUTH 638.10 FEET TO A POINT OF CURVE HAVING A RADIUS OF 20.00 FEET AND A TANGENT THAT BEARS SOUTH; THENCE TO THE LEFT ALONG SAID CURVE 31.42 FEET TO THE NORTH LINE OF GARFIELD STREET; THENCE EAST 613.99 FEET TO THE POINT OF BEGINNING.



**EXHIBIT "B"**  
**DESCRIPTION OF PERSONAL  
PROPERTY**

*[To be inserted]*