



June 19, 2018

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

Subject: Verizon Wireless Second Amendment to Land Lease Agreement – ID6  
Clawson

Dear Monte,

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

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.

*Kevin T. Howell*

Kevin T. Howell  
President

SECOND AMENDMENT TO LAND LEASE AGREEMENT

This SECOND AMENDMENT TO LAND LEASE AGREEMENT ("Amendment") is made this 11th day of JUNE, 2018, by and between Teton School District No. 401 ("Lessor") and Idaho 6 – Clark Limited Partnership d/b/a Verizon Wireless ("Lessee").

RECITALS

A. This Amendment pertains to that certain Land Lease Agreement dated April 19, 2017, together with all exhibits, amendments and addenda thereto (collectively, the "Agreement") for the lease of certain premises ("Premises") located at 555 East Ross Avenue, Driggs, County of Teton, State of Idaho, on property legally described as set forth on Exhibit "A" to the Agreement, and attached hereto as Exhibit "A" and made a part hereof.

B. The parties desire to amend the Agreement to remove and replace Sections 27 and 28 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.
2. Section 27. Construction and Transfer of Improvements. Section 27 of the Agreement is hereby deleted in its entirety and replaced with the following:

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 and re-focus 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. At the conclusion of construction, LESSEE shall promptly remove all construction debris and equipment and restore the Premises to substantially the same condition in which it existed prior to the commencement of construction.

3. Section 28. Tower Space. Section 28 of the Agreement is hereby deleted in its entirety and replaced with the following:

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. At the conclusion of construction, LESSEE shall promptly remove all construction debris and equipment and restore the Premises to substantially the same condition in which it existed prior to the commencement of construction.

4. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

LESSOR: Teton School District No. 401

By: *M. J. W. [Signature]*  
Name: *Monte R. Wright*  
Title: *Superintendent*  
Date: *May 10, 2018*

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: *[Signature]*  
Name: *Steve LeVar*  
Title: *Director Network Field Engineering*  
Date: *6/11/2018*

**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.