

Board Meeting Documents
February 12, 2026

MINUTES OF THE STUDY SESSION – JANUARY 29, 2026

The Board of Education of the Aspen Peaks School District met in a study session on Thursday, January 29, 2026, at 4:01 pm. The study session took place in the boardroom at the Alpine School District office in American Fork, UT.

Board members present: Board President Diane Knight, Vice President Amber Bonner, Nicki Brammer, Jeanne-Marie Burrows, Jason Hart, and Steve Sparti. Arrived Late: Jason Theler.

Also present: Superintendent Perkins. There were approximately 8 others in attendance.

Welcome and Calendar Discussion

Superintendent Perkins opened by acknowledging Board Recognition Month and expressing appreciation to the Board members for their service and continued dedication.

Superintendent Perkins reported that he served on the Calendar Committee responsible for developing the recommended three (3) year calendar from the Alpine School District. He outlined the calendar development process, state code requirements, and community feedback data from all three (3) new district areas, including input from teachers and staff. He also explained the rationale for the calendar's structure and provided recommendations for moving forward.

The Board of Education and Superintendent Perkins discussed the potential Aspen Peaks School District calendar structure and options.

Developing the Aspen Peaks School District Vision

Board member Jason Theler presented on the development of a mission statement and vision for the Aspen Peaks School District, including a discussion on the distinction between the two. He shared several concepts to prompt Board dialogue and reviewed other school district's vision statements for inspiration.

The Board of Education discussed potential options for the District's mission statement and vision.

The meeting adjourned at 5:18 pm.

MINUTES OF THE BOARD MEETING – JANUARY 29, 2026

The Board of Education of the Aspen Peaks School District met in a board meeting on Thursday, January 29, 2026, at 6:01 PM. The board meeting took place in the boardroom at the Alpine School District office in American Fork, UT.

Board members present: President Diane Knight, Vice President Amber Bonner, Nicki Brammer, Jeanne-Marie Burrows, Jason Hart, Steve Sparti, and Jason Theler.

Also present: Superintendent Perkins. There were approximately 10 others in attendance.

President Diane Knight conducted the meeting.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Board member Jason Theler.

REVERENCE

Reverence was given by Board member Steve Sparti.

COMMUNITY COMMENTS

Serena Buddulph, a Spanish teacher at American Fork Jr High, thanked the Board for its service. She shared that she has taught for 28 years across four (4) states and five (5) school districts and noted that her experience with Alpine School District has been the most rewarding of her career. She attributed this to the district's commitment to valuing teachers, fostering collaboration and efficacy, and investing in high-quality professional development. Ms. Buddulph expressed hope that the Aspen Peaks School District will recreate a similar culture of professional safety and validation, contrasting it with toxic environments she has experienced in other districts. She stated that Alpine School District reignited her creativity and supported significant professional growth. She recommended that Aspen Peaks prioritize alleviating teachers' concerns about job security and family well-being; secure pay, benefits, and retirement similar to Timpanogos School District; continue investing in professional development for teachers and staff; and, as policies are developed, recognize that teachers are committed to students and doing their best. She emphasized that demonstrating trust in educators will be met with strong commitment and results.

ROUTINE BUSINESS

President Knight recommended the approval of the December and January meeting minutes. Board member Burrows made the motion to approve the December and January meeting minutes, and it was seconded by Vice President Bonner. The Board voted in favor and the motion passed unanimously.

DISCUSSION/ACTION ITEMS

1. Board Resolution 2026-001: Authorizing 25 Buses to be Declared Excess for Disposition
Vice President Bonner motioned to approve Board Resolution 2026-001: Authorizing 25 Buses to be Declared Excess for Disposition, and it was seconded by Board member Brammer.
Vice President Bonner clarified for the public that Alpine School District has buses that are no longer in usable condition and due to the ongoing transition related to the district split, all four (4) school boards must vote on the disposition of these buses.
The Board voted in favor and the motion passed unanimously.
2. Approve the Proposed ASD Calendar for 2027-2028
President Knight reported that Alpine School District developed proposed calendars for all three (3) new districts. She explained that a committee comprised of parents, students, and teachers considered various

complexities in the process. Adopting calendars aligned with surrounding districts was intended to provide continuity for families and staff, and MTECH also encouraged calendar alignment. She noted that the Board previously discussed adopting all three (3) calendars and stated that the Board is in agreement to adopt the proposed 2027–2028 calendar, while continuing discussion on the 2028–2029 and 2029–2030 calendars.

Board member Theler motioned to approved the recommended ASD calendar for 2027-2028, and it was seconded by Board member Hart. The Board voted in favor and the motion passed unanimously.

BOARD MEMBER REPORTS AND INFORMATION ITEMS

Board member Burrows, Chair of the Communications Committee, reported that the District’s Facebook page reached 500 likes and thanked the community for its support. She noted that the logo contest will close on Saturday the 31st and that approximately 30 submissions have been received. She explained that an issue was identified in that a district email address was not available for student submissions, and efforts are underway to provide appropriate email addresses for contestants to submit their work. She stated that the Board will select the finalists, that Adobe has agreed to partner with the District to assist finalists in refining their logo designs, and that public input will be sought prior to making a final decision.

Board member Hart, Chair of the Legislative Committee, reported that the Legislature is currently in session and that the committee is actively engaged in the process. He stated that members are attending meetings to stay informed on legislative actions and will be at the Capitol to participate directly. He emphasized the importance of tracking legislation and remaining informed in order to effectively advocate for the District and its communities.

ADJOURNMENT

On motion by Board member Hart and seconded by Board member Sparti, the meeting adjourned at 6:16 PM. The Board Members who voted in favor were President Diane Knight, Vice President Amber Bonner, Nicki Brammer, Jeanne-Marie Burrows, Jason Hart, Steven Sparti, and Jason Theler.

Report Description: 1.0 Income Stmt by Program				Account Year: 26	Account Periods: 00 - 07	Dates: 07/01/2025 - 01/31/2026	Cutoff Date:		
Account		Account Description				Budget	Encumbrance	Expenditures	Available
26.11.099.9000.2311.0110.000000.00		Board Of Education							
Beginning Balance:						\$0.00	\$0.00	\$0.00	\$0.00
Budget Entries									
Date	Reference	Batch	Description						
12/05/2025	12989	26005004	Aspen Peaks Board Budget Trans			42,000.00			
Total Budget Entries:						\$42,000.00			
Payroll									
Date	Reference	Batch	Description						
12/18/2025	123125D1	26005519	Account Distri					1,000.00	
12/31/2025	123125A1	26005487	2B - Decemb					6,000.00	
01/30/2026	013026A1	26006449	2F - Jan All					17,191.96	
Total Payroll:								\$24,191.96	
Ending Balance:						\$42,000.00	\$0.00	\$24,191.96	\$17,808.04
26.11.099.9000.2311.0220.000000.00		Social Security							
Beginning Balance:						\$0.00	\$0.00	\$0.00	\$0.00
Budget Entries									
Date	Reference	Batch	Description						
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND			3,213.00			
Total Budget Entries:						\$3,213.00			
Payroll									
Date	Reference	Batch	Description						
12/18/2025	123125D1	26005519	Account Distri					76.50	
12/31/2025	123125A1	26005487	2B - Decemb					459.00	
01/30/2026	013026A1	26006449	2F - Jan All					1,305.12	
Total Payroll:								\$1,840.62	
Ending Balance:						\$3,213.00	\$0.00	\$1,840.62	\$1,372.38
26.11.099.9000.2311.0230.000000.00		Industrial Insurance							
Beginning Balance:						\$0.00	\$0.00	\$0.00	\$0.00
Budget Entries									
Date	Reference	Batch	Description						
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND			105.00			
Total Budget Entries:						\$105.00			
Payroll									
Date	Reference	Batch	Description						
12/18/2025	123125D1	26005519	Account Distri					2.50	
12/31/2025	123125A1	26005487	2B - Decemb					15.00	
01/30/2026	013026A1	26006449	2F - Jan All					43.01	
Total Payroll:								\$60.51	
Ending Balance:						\$105.00	\$0.00	\$60.51	\$44.49

Report Description: 1.0 Income Stmt by Program				Account Year: 26		Account Periods: 00 - 07		Dates: 07/01/2025 - 01/31/2026		Cutoff Date:	
Account				Account Description				Budget	Encumbrance	Expenditures	Available
26.11.099.9000.2311.0240.000000.00				Health & Accident Ins.							
				Beginning Balance:				\$0.00	\$0.00	\$0.00	\$0.00
Budget Entries											
Date	Reference	Batch	Description								
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND					87,500.00			
				Total Budget Entries:				\$87,500.00			
Payroll											
Date	Reference	Batch	Description								
01/30/2026	013026A1	26006449	2F - Jan All							6,285.48	
				Total Payroll:						\$6,285.48	
				Ending Balance:				\$87,500.00	\$0.00	\$6,285.48	\$81,214.52
26.11.099.9000.2311.0270.000000.00				Disab, Life, Dep Life Ins							
				Beginning Balance:				\$0.00	\$0.00	\$0.00	\$0.00
Budget Entries											
Date	Reference	Batch	Description								
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND					882.00			
				Total Budget Entries:				\$882.00			
Payroll											
Date	Reference	Batch	Description								
01/30/2026	013026A1	26006449	2F - Jan All							5.98	
				Total Payroll:						\$5.98	
				Ending Balance:				\$882.00	\$0.00	\$5.98	\$876.02
1-92 Payroll Expenditures								\$133,700.00	\$0.00	\$32,384.55	\$101,315.45
26.11.099.9000.2316.0332.000000.00				Auditor Services							
				Beginning Balance:				\$0.00	\$0.00	\$0.00	\$0.00
Budget Entries											
Date	Reference	Batch	Description								
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND					75,000.00			
				Total Budget Entries:				\$75,000.00			
				Ending Balance:				\$75,000.00	\$0.00	\$0.00	\$75,000.00
26.11.099.9000.2317.0333.000000.00				Legal Fees							
				Beginning Balance:				\$0.00	\$0.00	\$0.00	\$0.00
Budget Entries											
Date	Reference	Batch	Description								
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND					75,000.00			
				Total Budget Entries:				\$75,000.00			
				Ending Balance:				\$75,000.00	\$0.00	\$0.00	\$75,000.00

Report Description: 1.0 Income Stmt by Program

Account Year: 26

Account Periods: 00 - 07

Dates: 07/01/2025 - 01/31/2026

Cutoff Date:

Account				Account Description			Budget	Encumbrance	Expenditures	Available	
26.11.099.9000.2311.0580.000000.00				Mileage-Travel							
Budget Entries				Beginning Balance:			\$0.00	\$0.00	\$0.00	\$0.00	
Date	Reference	Batch	Description								
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND				8,500.00				
				Total Budget Entries:			\$8,500.00				
				Ending Balance:			\$8,500.00	\$0.00	\$0.00	\$8,500.00	
26.11.099.9000.2311.0581.000000.00				Professional Development							
Budget Entries				Beginning Balance:			\$0.00	\$0.00	\$0.00	\$0.00	
Date	Reference	Batch	Description								
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND				33,000.00				
				Total Budget Entries:			\$33,000.00				
Payments											
Date	Check/Claim	PO	Invoice	Batch	Vendor	Vendor Name	Description				
12/11/2025	5100319988		12082025	26005081	87466	UTAH SCHOOL BOARDS A	USBA 2026 CONFERENCE REGISTRATION ASPEN		4,865.00		
							Total Payments:		\$4,865.00		
							Ending Balance:	\$33,000.00	\$0.00	\$4,865.00	\$28,135.00

Report Description: 1.0 Income Stmt by Program

Account Year: 26

Account Periods: 00 - 07

Dates: 07/01/2025 - 01/31/2026

Cutoff Date:

Account				Account Description				Budget	Encumbrance	Expenditures	Available
26.11.099.9000.2311.0610.000000.00				Materials And Supplies							
Budget Entries				Beginning Balance:				\$0.00	\$0.00	\$0.00	\$0.00
Date	Reference	Batch	Description								
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND					12,000.00			
				Total Budget Entries:				\$12,000.00			
Payments											
Date	Check/Claim	PO	Invoice	Batch	Vendor	Vendor Name	Description				
12/23/2025	5100320612		26006102	26006102	89	P-Card Vendor	aspenpeaksfoundation.org domain-5yr APSD			102.95	
				Total Payments:						\$102.95	
Journal Entries											
Date	Reference	Batch	Description								
01/08/2026	147521	26005809	81946 - Aspen Peaks School Dis							47.88	
01/08/2026	147521	26005809	82032 - Aspen Peaks Board of E							42.00	
				Total Journal Entries:						\$89.88	
				Ending Balance:				\$12,000.00	\$0.00	\$192.83	\$11,807.17
26.11.099.9000.2311.0610.000000.27				Unallocated Funding							
Budget Entries				Beginning Balance:				\$0.00	\$0.00	\$0.00	\$0.00
Date	Reference	Batch	Description								
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND					1,701,320.00			
				Total Budget Entries:				\$1,701,320.00			
				Ending Balance:				\$1,701,320.00	\$0.00	\$0.00	\$1,701,320.00
26.11.099.9000.2311.0616.000000.00				Printing							
Budget Entries				Beginning Balance:				\$0.00	\$0.00	\$0.00	\$0.00
Date	Reference	Batch	Description								
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND					2,500.00			
				Total Budget Entries:				\$2,500.00			
				Ending Balance:				\$2,500.00	\$0.00	\$0.00	\$2,500.00
26.11.099.9000.2311.0810.000000.00				Professional Dues							
Budget Entries				Beginning Balance:				\$0.00	\$0.00	\$0.00	\$0.00
Date	Reference	Batch	Description								
12/05/2025	12996	26005017	ASPEN PEAKS BOARD TRFR TO FUND					60,000.00			
				Total Budget Entries:				\$60,000.00			
Payments											
Date	Check/Claim	PO	Invoice	Batch	Vendor	Vendor Name	Description				
01/22/2026	5100322711		3574	26006261	87466	UTAH SCHOOL BOARDS A	ASPEN PEAKS BOARD ASSOC DUES1/1-12/31/26			3,000.00	
				Total Payments:						\$3,000.00	
				Ending Balance:				\$60,000.00	\$0.00	\$3,000.00	\$57,000.00
2-91 Nonpayroll Expenditures								\$1,967,320.00	\$0.00	\$8,057.83	\$1,959,262.17

Report Description: 1.0 Income Stmt by Program		Account Year: 26	Account Periods: 00 - 07	Dates: 07/01/2025 - 01/31/2026	Cutoff Date:	
Account	Account Description	Budget	Encumbrance	Expenditures	Available	
2-EXP Total Expenditures & Other Uses		\$2,101,020.00	\$0.00	\$40,442.38	\$2,060,577.62	
Net (Income)/Loss		\$2,101,020.00	\$0.00	\$40,442.38	\$2,060,577.62	

Expenditure Detail

Income Statement by Program

ALPINE SCHOOL DISTRICT

Report Description: 1.0 Income Stmt by Program

Account Year: 26

Account Periods: 00 - 07

Dates: 07/01/2025 - 01/31/2026

Cutoff Date:

Account				Account Description	Budget	Encumbrance	Expenditures	Available
26.11.099.9035.2580.0158.000000.00				Hourly Technician				
Payroll					Beginning Balance:	\$0.00	\$0.00	\$0.00
Date	Reference	Batch	Description					
01/30/2026	013026A1	26006449	2F - Jan All				559.77	
					Total Payroll:		\$559.77	
					Ending Balance:	\$0.00	\$0.00	\$559.77
26.11.099.9035.2580.0210.000000.00				State Retirement				
Payroll					Beginning Balance:	\$0.00	\$0.00	\$0.00
Date	Reference	Batch	Description					
01/30/2026	013026A1	26006449	2F - Jan All				127.02	
					Total Payroll:		\$127.02	
					Ending Balance:	\$0.00	\$0.00	\$127.02
26.11.099.9035.2580.0220.000000.00				Social Security				
Payroll					Beginning Balance:	\$0.00	\$0.00	\$0.00
Date	Reference	Batch	Description					
01/30/2026	013026A1	26006449	2F - Jan All				40.84	
					Total Payroll:		\$40.84	
					Ending Balance:	\$0.00	\$0.00	\$40.84
26.11.099.9035.2580.0230.000000.00				Industrial Insurance				
Payroll					Beginning Balance:	\$0.00	\$0.00	\$0.00
Date	Reference	Batch	Description					
01/30/2026	013026A1	26006449	2F - Jan All				1.40	
					Total Payroll:		\$1.40	
					Ending Balance:	\$0.00	\$0.00	\$1.40
1-92 Payroll Expenditures						\$0.00	\$0.00	\$729.03
2-EXP Total Expenditures & Other Uses						\$0.00	\$0.00	\$729.03
Net (Income)/Loss						\$0.00	\$0.00	\$729.03

ASPEN PEAKS SCHOOL DISTRICT BOARD OF EDUCATION

Resolution # 2026-002

**A RESOLUTION OF THE ASPEN PEAKS SCHOOL DISTRICT BOARD OF EDUCATION
AUTHORIZING AND APPROVING ALPINE SCHOOL DISTRICT TO PROCEED WITH
A CELL TOWER LEASE AMENDMENT AND EXTENSION
WITH T-MOBILE WEST TOWER LLC LOCATED AT LONE PEAK HIGH SCHOOL**

WHEREAS, Alpine School District is a party to an existing cell tower lease agreement with T-Mobile West Tower LLC for a cell tower located on district property at **Lone Peak High School**; and

WHEREAS, Alpine School District desires to amend and extend the existing cell tower lease agreement in order to continue the use of the site and related revenue benefits; and

WHEREAS, the proposed amendment and extension would extend the original lease term for up to thirty (30) years, in five-year increments, and would preserve the existing annual four percent (4%) gross rent escalation as described in the attached Second Amendment Lease Agreement With Option; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Aspen Peaks School District hereby authorizes and approves Alpine School District to proceed with the amendment and extension of the cell tower lease agreement with T-Mobile West Tower LLC for the cell tower located at **Lone Peak High School**.

BE IT FURTHER RESOLVED that this approval is granted in accordance with applicable law, including Utah Code §53G-3-302(6)(d) regarding district reconfiguration, and authorizes Alpine School District to take all actions necessary to finalize the lease amendment and extension.

APPROVAL

Passed and Adopted this _____ day of _____, 20____.

Board President

Date

Drafted: 1.30.26
ASD Business Services Admin. _____
For Board Meeting: FEB. 12, 2026

SECOND AMENDMENT TO LEASE AGREEMENT WITH OPTION

THIS SECOND AMENDMENT TO LEASE AGREEMENT WITH OPTION (the "Second Amendment") is made effective this ____ day of _____, 2025 ("Effective Date"), by and between the BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Lease Agreement with Option dated July 20, 2000, a memorandum of which was recorded in the official records of Utah County, Utah ("Official Records") on November 1, 2001 at Entry No. 112303:2001 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Utah County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Lease Agreement with Option dated September 14, 2018 ("First Amendment") (hereinafter the Original Agreement and First Amendment are collectively referred to as the "Agreement"); and

WHEREAS, T-Mobile West Tower LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on June 15, 2001 and expired on June 30, 2006. The Agreement provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Tenant. According to the Agreement, the final extension expires on June 30, 2031; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Term. Section 5 of the Original Agreement is hereby deleted in its entirety and the following inserted in its place:

(a) The initial term of this Agreement shall be for a period of five (5) years commencing on June 15, 2001 ("Commencement Date") and expiring on June 30, 2006 (the "Initial Term").

(b) At the conclusion of the Initial Term, Tenant shall be entitled to eleven (11) extensions of five (5) years each, with the final lease extension expiring on June 30, 2061 (each extension is referred to as an "Extension Term"). The Term (as defined herein) shall automatically be extended for each successive Extension Term unless Tenant notifies Landlord of its intention not to renew at least sixty (60) days prior to the expiration of the then current five year term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement. The monthly rental payment during any Holdover Term shall be equal to 150% of the rent amount in effect prior to the commencement of the Holdover Term.

(d) The Initial Term, any Extension Term and the Holdover Term shall be collectively referred to as the "Term".

Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) Extension Terms, leaving a balance of seven (7) Extension Terms.

3. Collocation Consideration. From and after the Effective Date, if Tenant enters into any sublease of the Premises with any third party not already located on the Premises, then the Collocation Consideration (defined in Section 2(a) of the First Amendment) payable to Landlord for the sublease shall be Five Hundred and 00/100 Dollars (\$500.00) per month, beginning on the date of commencement of each such sublease.

4. Expansion Option. During the Term of the Agreement, Tenant shall have an irrevocable option ("Option"), exercisable at any time, and from time to time, to lease up to a maximum of three hundred (300) square feet of real property adjacent to the existing Premises at a location mutually approved by Landlord and Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed ("Additional Lease Area"), on the same terms and conditions set forth in the Agreement. If Landlord and Tenant are unable to agree upon the location of the Additional Lease Area after exercising good faith, reasonable efforts to do so, then Landlord may deny Tenant's exercise of the Option in writing to Tenant. If Tenant elects to exercise the Option, Tenant shall pay a monthly amount equal to One and 00/100 Dollar (\$1.00) per square foot for the Additional Lease Area included in the exercise of the Option ("Additional Lease Area Rent"). The Additional Lease Area Rent shall be due and payable on the first (1st) day of the second (2nd) full month following commencement of construction activities within the Additional Lease Area and shall escalate upon the same terms and at the same time as the rent set forth in the Agreement. Tenant may exercise the Option for the entire Additional Lease Area in a single exercise, or may

exercise the Option multiple times in increments, by providing written notice to Landlord at any time (each a "Notice of Exercise"); provided, however, that following Tenant's delivery of the Notice of Exercise to Landlord, Tenant may at any time prior to commencement of construction activities within the Additional Lease Area withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Tenant shall also have the right to record a Notice of Exercise, to be prepared on Tenant's standard form, without Landlord's signature to provide record notice of the exercise of the Option. The Additional Lease Area, or such portion as identified in the Notice of Exercise, shall become part of the Premises and subject to all terms and conditions of the Agreement, as it may have been amended, effective as of the date of the Notice of Exercise (the "Expansion Date"), whether or not the Notice of Exercise is recorded. Effective upon the Expansion Date, the Agreement shall automatically be amended to include the Additional Lease Area and Additional Lease Area Rent without the need for any further documentation.

5. Right of First Refusal. If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

6. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

7. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) for the full execution of this Second Amendment, payable within sixty (60) days of the full execution of this Second Amendment

("Conditional Signing Bonus"). In the event that this Second Amendment (and any applicable memorandum of Agreement and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

8. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

b) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

9. Notices. Tenant's notice address as stated in Section 4 of the First Amendment is amended as follows:

If to Tenant:

T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to:

T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

10. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Landlord's Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in the rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. Counterparts. This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

12. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent.

13. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment in the Official Records at any time following the execution of this Second Amendment by all parties hereto.

[Signature pages follow]

Landlord and Tenant have caused this Second Amendment to be duly executed on the day and year first written above.

LANDLORD:
BOARD OF EDUCATION OF ALPINE
SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Landlord affirms that this Second Amendment
was approved at a duly noticed public meeting
held on _____ 2025

[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

TENANT:

T-MOBILE WEST TOWER LLC, a
Delaware limited liability company

By: CCTMO LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

WHEN RECORDED RETURN TO:

T-Mobile West Tower LLC
c/o Post Closing – Recording
8020 Katy Freeway
Houston, TX 77024

Prepared by:
Weiss Brown, PLLC
6263 N. Scottsdale Rd., Suite 340
Scottsdale, AZ 85250

Space above this line for Recorder's Use

A.P.N. 12-003-0029

Prior recorded document(s) in Utah County, Utah:
November 1, 2001 at #112303:2001

**MEMORANDUM OF SECOND AMENDMENT TO
LEASE AGREEMENT WITH OPTION**

This Memorandum of Second Amendment to Lease Agreement with Option is dated as of the date of Landlord's signature, and made effective as of the date of execution by the last party hereto to sign ("Effective Date") by and between THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Lease Agreement with Option dated July 20, 2000, a memorandum of which was recorded in the official records of Utah County, Utah ("Official Records") on November 1, 2001 at Entry No. 112303:2001 (the "Original Agreement"), whereby Original Tenant leased certain real property, together with access and utility easements, located in Utah County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Lease Agreement with Option dated September 14, 2018 ("First Amendment") (hereinafter the Original Agreement and First Amendment are collectively referred to as the "Agreement").

3. T-Mobile West Tower LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant.

4. The Agreement had an initial term that commenced on June 15, 2001 and expired on June 30, 2006. The Agreement provides for five (5) extensions of five (5) years each, four (4)

of which were exercised by Tenant (each extension is referred to as an "Extension Term"). According to the Agreement, the final Extension Term expires June 30, 2031.

5. Landlord and Tenant have entered into a Second Amendment to Lease Agreement with Option (the "Second Amendment"), of which this is a Memorandum, providing for six (6) additional Extension Terms of five (5) years each. Pursuant to the Second Amendment, the final Extension Term expires on June 30, 2061.

6. By the Second Amendment, Landlord granted to Tenant the right of first refusal to purchase a portion of the Landlord's Property, under the following terms:

If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. By the Second Amendment, Landlord granted to Tenant the option to expand the Premises by up to an additional three hundred (300) square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the Second Amendment.

8. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the Second Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:
BOARD OF EDUCATION OF ALPINE
SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2025, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to Lease Agreement with Option, and in due form of law acknowledged that he/she is authorized on behalf of said School District to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said School District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

TENANT:

T-MOBILE WEST TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company

Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2025, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of CCTMO LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to Lease Agreement with Option, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

EXHIBIT A
(Legal Description of Landlord's Property)

The following parcel or parcels of land situated in American Fork City, County of Utah, State of Utah and more particularly described as follows:

Beginning at a point which is South 473.69 feet and West 32.63 feet from the Northeast Corner of Section 1, Township 5 South, Range 1 East, Salt Lake Base and Meridian; then South 0°02'42" East 1529.82 feet; thence North 89°54'26" West 1616.89 feet; thence North 0°05'34" East 33.55 feet; thence on a 100.00 foot radius curve to the right 65.17 feet having a central angle of 37°20'28" and whose long chord bears N 18°45'48" E 64~03 feet; thence North 37°26'02" East 186.94 feet; thence on a 150.00 foot radius curve to the left 125.20 feet, having a central angle of 47°49'25" and whose long chord bears N 13°31'20" E 121.60 feet; thence North 10°23'23" West 55.78 feet; thence on a 400.00 foot radius curve to the right 354.25 feet having a central angle of 50°44'33" and whose long chord bears N 14°58'54" E 342.79 feet; thence North 40°21'10" East 266.93 feet; thence on a 300.00 foot radius curve to the right 110.72 feet, having a central angle of 21°08'43" and whose long chord bears N 50°55'32" E 110.09 feet; thence North 61°29'53" East 235.90 feet; thence on a 500.00 foot radius curve to the left 343.38 feet, having a central angle of 39°20'56" and whose long chord bears N 41°49'25" E 336.67 feet; thence North 22°08'57" East 155.04 feet; thence North 89°57'18" East 625.86 feet to the point of beginning. Together with a "33.00 foot right-of-way for a future extension of Cedar Hills Road, said right-of-way being parallel to the southerly boundary of said parcel description course, North 89°54'26" West 1616.89 feet and extending perpendicular to the North 33.00 feet across the entire parcel.

LESS AND ACCEPT the following described tract of land:

COMMENCING SOUTH 473.71 FEET AND WEST 67.75 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SOUTH 0°2'24" EAST 1473.78 FEET; SOUTH 0°19'58" WEST 22.96 FEET; NORTH 89°54'26" WEST 1581.41 FEET; NORTH 0°5'34" EAST .55 FEET; ALONG A CURVE TO RIGHT (CHORD BEARS: NORTH 18°45'48" EAST 64.03 FEET, RADIUS = 100 FEET); NORTH 37°26'2" EAST 186.94 FEET; ALONG A CURVE TO LEFT (CHORD BEARS: NORTH 13°31'20" EAST 121.6 FEET. RADIUS = 150 FEET); NORTH 10°23'23" WEST 55.78 FEET; ALONG A CURVE TO RIGHT (CHORD BEARS NORTH 14°58'54" EAST 342.79 FEET, RADIUS = 400 FEET); NORTH 40°21'10" EAST 266.93 FEET; ALONG A CURVE TO RIGHT (CHORD BEARS: NORTH 50°55'32" EAST 110.09 FEET, RADIUS = 300 FEET); NORTH 61°29'53" EAST 235.9 FEET; ALONG A CURVE TO LEFT (CHORD BEARS: NORTH 41°49'25" EAST 336.67 FEET, RADIUS = 500 FEET); NORTH 22°8'57" EAST 155.04 FEET; NORTH 89°57'18" EAST 590.73 FEET TO BEGINNING.

ASPEN PEAKS SCHOOL DISTRICT BOARD OF EDUCATION
Resolution # 2026-003

**A RESOLUTION OF THE ASPEN PEAKS SCHOOL DISTRICT BOARD OF EDUCATION
AUTHORIZING AND APPROVING ALPINE SCHOOL DISTRICT TO DECLARE
SIXTEEN (16) MISCELLANEOUS VEHICLES AS SURPLUS PROPERTY FOR DISPOSITION
(LIST ATTACHED)**

WHEREAS, it is deemed desirable and in the best interests of the Alpine School District to declare certain district-owned property as surplus and no longer needed for district operations; and

WHEREAS, the Alpine School District has identified sixteen (16) miscellaneous vehicles as surplus property, as further described in the attached list;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Aspen Peaks School District hereby authorizes and approves Alpine School District to declare sixteen (16) miscellaneous vehicles, as further described in the attached list, as surplus property.

BBE IT FURTHER RESOLVED that this approval is granted in accordance with applicable law, including Utah Code §53G-3-302(6)(d) related to district reconfiguration, and authorizes Alpine School District to take all actions necessary to declare the listed vehicles as surplus property for disposition.

APPROVAL

Passed and Adopted this _____ day of _____, 2026

Board President

Date

Drafted: 1.30.26
ASD Business Services Admin. _____
For Board Meeting: FEB. 12, 2026

	Date	Item	Location	Year	Make	Vin#	Additional Information	Contact Name
1	1/22/26	K20	Facilities	1986	CHEVROLET	1GCGK24M4GJ108319	103,779	Frank Pulley
2	1/22/26	SWS HTP	Facilities	1994	TOYOTA	4TARN81A2RZ307415		Frank Pulley
3	1/22/26	S-10	Facilities	2001	CHEVROLET	1GCDT13W51K177289		Frank Pulley
4	1/22/26	PICKUP	Facilities	2004	CHEVROLET	1GCDT198348176619		Frank Pulley
5	1/22/26	VAN	Facilities	2005	FORD	1FTRE14W75HB40908		Frank Pulley
6	1/22/26	F250 PICKUP	Facilities	2006	FORD	1FTNF20525EC24487		Frank Pulley
7	1/22/26	VAN	Facilities	2006	FORD	1FTNE24L56DA79173	212,837	Frank Pulley
8	1/22/26	VAN	Facilities	2007	GMC	1GTGG25U571230218		Frank Pulley
9	1/22/26	F150	Facilities	2007	FORD	1N65SD11S0TC347055		Frank Pulley
10	1/22/26	Sierra 3500	Facilities	2007	GMC	1GDJC34U27E128453	156,800	Frank Pulley
11	1/22/26	UTILITY	Facilities	2007	FORD	1FDWF36507EA56557	121,290	Frank Pulley
12	1/22/26	Sierra 2500	Facilities	2007	GMC	1GTHC24U17E194148	232,000	Frank Pulley
13	1/22/26	Sierra 2500	Facilities	2007	GMC	1GTHC24K87E596683		Frank Pulley
14	1/22/26	500 FLATBED 4X	Facilities	2012	DODGE	3C7WDTAT8CG232213	Bad Motor	Frank Pulley
15	1/16/26	Mini Van	Mail	2007	Kia	KNDMB233586241204	Mileage: 124,196	Heath Mills
16	1/16/26	1-ton Flatbed Tr	Transportation	1996	Chevrolet	1GBJC34R8TE262835	121,895	Cody McDade