

FACILITY USE AGREEMENT AMENDMENT III

This FACILITY USE AGREEMENT AMENDMENT III ("Amendment") is made this 3rd day of December, 2013, by and between the County of El Dorado, a body corporate and politic of the State of California ("County"), and Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), with reference to the facts set forth in the Recitals below:

RECITALS

A. The County and Verizon Wireless, or their predecessors in interest, are parties to that certain Facility Use Agreement, dated November 2, 1999 ("Lease"), as amended by that certain Facility Use Agreement Amendment I dated August 13, 2004 and as further amended by that certain Facility Use Agreement Amendment II dated December 12, 2006 (together, the "Facility Use Agreement"), whereby the County granted Verizon Wireless authorization to use a portion of County's property located at 1360 Johnson Blvd., South Lake Tahoe, California (the "Property") to construct, operate and maintain a communications facility, including required antennas and antenna support structure(s).

B. Verizon Wireless desires to lease additional ground space on the Property for the installation of a generator. Therefore, County and Verizon Wireless agree to expand Verizon Wireless's leased premises.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LEASED PREMISES. The County and Verizon Wireless acknowledge and agree that the location Verizon Wireless's leased premises was adjusted in connection with the construction of Verizon Wireless's communication facility, and that the survey attached hereto as Exhibit "A" shows the location of the as-built leased premises.

2. EXPANSION. County hereby leases to Verizon Wireless an additional 9' X 13' parcel containing 117 square feet in addition to its existing 11' X 27' parcel containing 297 square feet, for the purpose of installing a generator. Therefore, Exhibit "A" attached to the Lease is hereby deleted and replaced with Exhibit "A" attached hereto and incorporated herein by this reference. All references to Exhibit "A" in the Lease shall hereinafter refer to Exhibit "A" attached hereto.

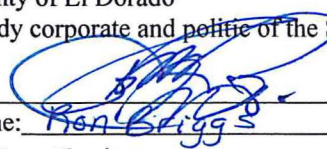
3. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[Signatures on Following Page]

IN WITNESS WHEREOF, County and Verizon Wireless have caused this FACILITY USE AGREEMENT AMENDMENT III to be executed by each party's duly authorized representative effective as of the date first above written.


County:

County of El Dorado
a body corporate and politic of the State of California

By: 
Name: Ron Briggs
Title: Chair
Date: 12/3/13

Verizon Wireless:

Cellco Partnership
d/b/a Verizon Wireless

By: 
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: 8/13/12

ATTEST:

James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Date: 12/3/13

Exhibit A

