

ORIGINAL

FACILITY USE AGREEMENT #355-09911

AMENDMENT III

This FACILITY USE AGREEMENT #355-09911 AMENDMENT III ("Amendment") is made this ____ day of _____, 20____, by and between County of El Dorado, a political subdivision of the State of California ("County"), and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless ("Verizon Wireless") (collectively referred to as "Parties" or individually as "Party"), with reference to the facts set forth in the Recitals below:

RECITALS

A. County is the owner of certain real property located at 1360 Johnson Boulevard, South Lake Tahoe, California (the "SLT Property").

B. County and Verizon Wireless are parties to that certain Facility Use Agreement #355-09911 last dated November 2, 1999 (the "Original Agreement"), as amended by that certain Facility Use Agreement #355-09911 Amendment I last dated September 28, 2004, and as further amended by that certain Facility Use Agreement Amendment II dated December 12, 2006 (the "Second Amendment") (collectively, the "Agreement"), whereby County has granted Verizon Wireless exclusive use of a portion of the SLT Property (the "Parcel") and the right to install and maintain certain equipment on County's existing telecommunications structure (the "New Monopole") located on the SLT Property for installation, maintenance and operation of communications equipment, antennas and appurtenances.

C. County and Verizon Wireless desire to amend the Agreement to allow Verizon Wireless install, operate, maintain, and repair additional equipment on the SLT Property.

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. ANTENNAS. Verizon Wireless shall have the right to install, operate, maintain, and repair six (6) antennas and accompanying appurtenances (the "Antennas") on the New Monopole together with additional space on the New Monopole and the SLT Property for the installation and maintenance of utility wires, poles, cables, conduits, and pipes running between the Antennas and the Parcel, as depicted on Exhibit "B-1" attached hereto and incorporated herein. Exhibit "B-1" shall amend and supplement Exhibit "B" currently attached to the Agreement. Further, in connection with the foregoing, the reference to "five (5)" in Recital B(iii) of the Second Amendment is hereby

deleted and Paragraph 3 of the Second Amendment is hereby deleted in its entirety and shall be of no further force or effect.

2. INDEMNITY. Paragraph 9 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents."

3. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any terms and provisions of the Agreement 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 Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, County and Verizon Wireless have caused this FACILITY USE AGREEMENT #355-09911 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 political subdivision of the State of
California

By: _____

Name: _____

Title: _____

Date: _____

VERIZON WIRELESS:

Cellco Partnership,
a Delaware general partnership,
d/b/a Verizon Wireless

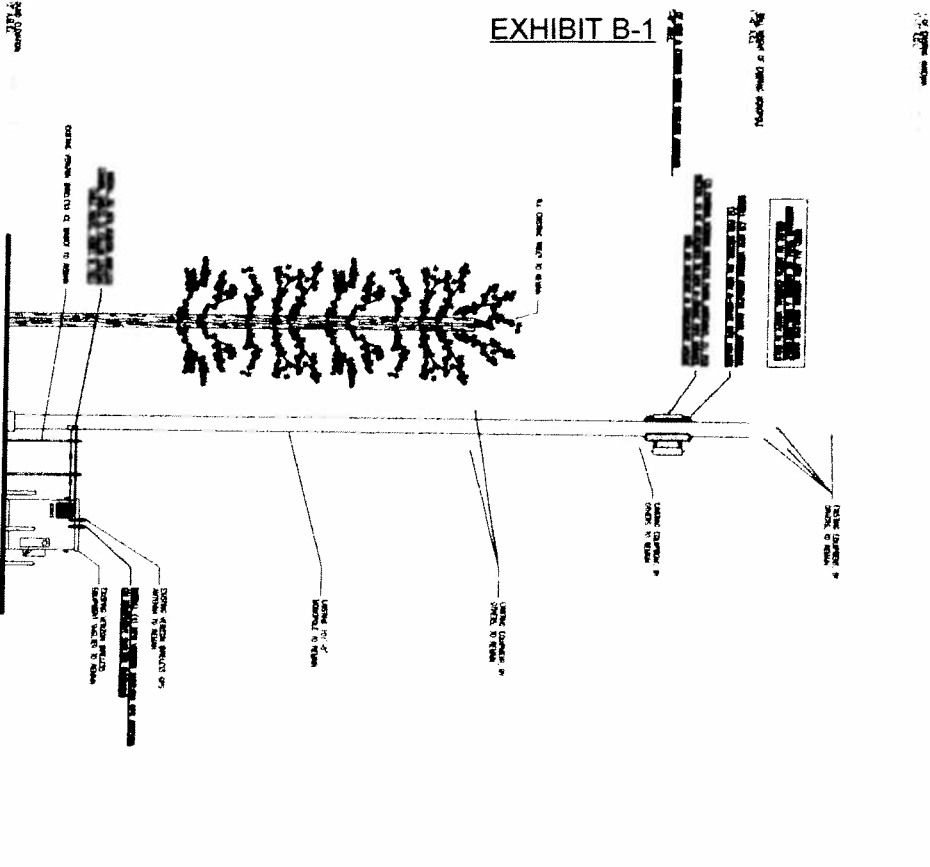
By: _____

Name: Walter L. Jones, Jr.

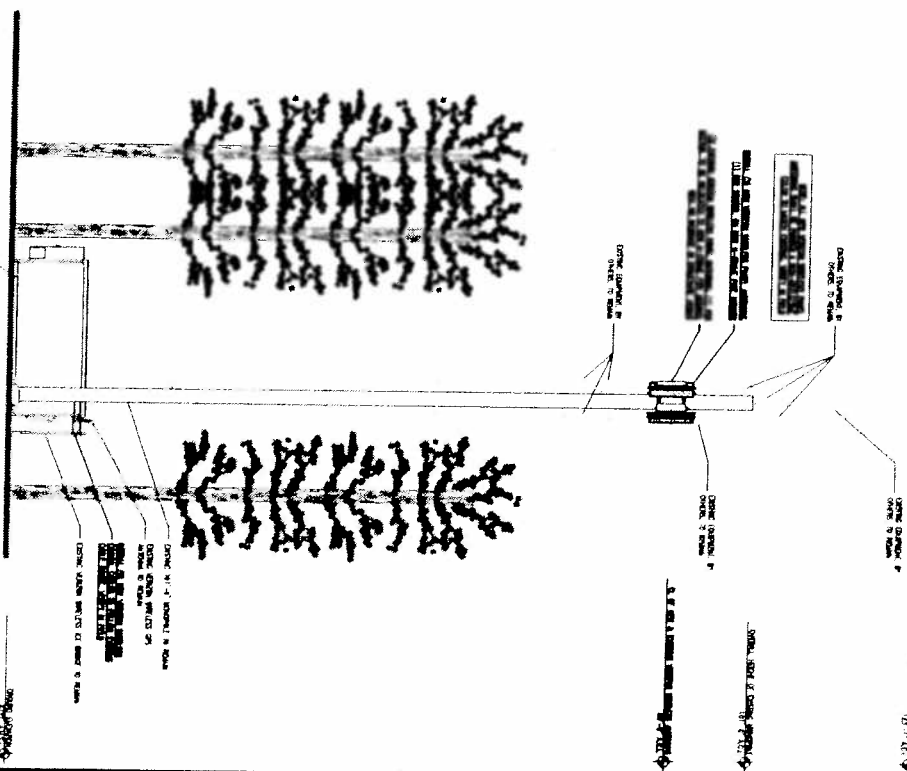
Title: Area Vice President Network

Date: _____

EXHIBIT B-1



0' 10' 20'
1/8" = 1'-0"
WEST ELEVATION
SCALE 1/8" = 1'-0"



0' 10' 20'
1/8" = 1'-0"
NORTH ELEVATION
SCALE 1/8" = 1'-0"

A1.2

DATE	NO.	BY	REVISION



TAHOE PD
1352 & 1360 JOHNSON BLVD.
SOUTH LAKE TAHOE, CA 96150

verizon WIRELESS

SHEET TITLE: PROJECT ELEVATIONS

MST ARCHITECTS
3110 W. WASHINGTON ST., SUITE 200, SOUTH LAKE TAHOE, CA 96150
TEL: 530.937.1111 FAX: 530.937.1112

COMPLETE
Architectural, Inc.