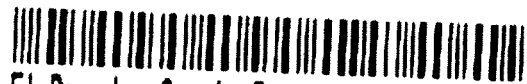


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El Dorado, County Recorder
William Schultz Co Recorder Office
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MEMORANDUM OF FACILITY USE AGREEMENT AMENDMENT II

THIS MEMORANDUM OF FACILITY USE AGREEMENT AMENDMENT II is made this 12th day of December, 2006 between the County of El Dorado, a political subdivision of the State of California, with a mailing address of 360 Fair Lane, Placerville, CA 95667, hereinafter referred to as "COUNTY", and Celco Partnership d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as "VERIZON WIRELESS". COUNTY and VERIZON WIRELESS are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. COUNTY and VERIZON WIRELESS entered into a Facility Use Agreement, dated November, 2, 1999, as amended by that certain Facility Use Agreement Amendment I, dated August 13, 2004 (collectively, the "Agreement") for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless VERIZON WIRELESS terminates it at the end of the then current term by giving the COUNTY written notice of the intent to terminate at least six (6) months prior to the end of the then current term. COUNTY and VERIZON WIRELESS now desire to enter into a Facility Use Agreement Amendment II (the "Amendment"). The Amendment provides, among other matters, that (i) Verizon Wireless shall have exclusive use of a parcel of ground space within the Property, so that Verizon Wireless can install an equipment shelter on said ground space ("Shelter") and install, operate, maintain, repair and replace communications equipment in the Shelter; (ii) COUNTY authorizes Verizon Wireless to install a new monopole, the ownership of which will be conveyed to the County upon completion of its construction (the "New Monopole"); (iii) COUNTY authorizes Verizon Wireless to install, operate, maintain, repair and replace five (5) antennas on the New Monopole; (iv) Verizon Wireless's authorization to keep communications equipment in the Vault will terminate; and (v) COUNTY authorizes Verizon Wireless to install, operate, maintain, repair, and replace its equipment on the New Monopole rent free for a period of ten (10) consecutive years commencing on January 1, 2007, and upon the expiration of such ten (10) year period, Verizon Wireless shall pay rental to the County in the amount specified in the Agreement for the remainder of the term of the Facility Use Agreement.

2. COUNTY hereby leases to VERIZON WIRELESS a portion of that certain parcel of property (the entirety of COUNTY's property is referred to hereinafter as the "Property"), located at 1360 Johnson Boulevard, South Lake Tahoe, El Dorado County, California, and being described as a 11' by 27' parcel of ground space containing 297 square feet, as shown on the Tax

Map of the County of El Dorado as a portion of Assessor's Parcel Number 025-010-21-100, together with the non exclusive right for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Johnson Boulevard, to the demised premises. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is October 1, 1999.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of COUNTY and VERIZON WIRELESS.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, COUNTY and VERIZON WIRELESS have caused this Memorandum to be duly executed on the date first written hereinabove.

COUNTY:

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

By: *James R. Swaney*

Name: JAMES R. SWANEY

Title: Chairman

Date: 12-12-06

ATTEST: CINDY GECK, Clerk
of the Board of Supervisors

By: *Cynthia Geck*
DEPUTY

VERIZON WIRELESS:

Celco Partnership
d/b/a Verizon Wireless

By: *Keith A. Surratt*

Name: Keith A. Surratt

Title: West Area Vice President - Network

Date: 9/28/07

EXHIBIT A

Verizon Wireless
Tahoe PD
Lease Area Description

All that certain lease area being a portion of Lot 14 of Section 3, Township 12 North, Range 18 East M.D.B. & M. being more particularly described as follows:

Commencing at the corner common to Lot 1, 2 and 14 of said section 3: thence South 39°26'11" West 112.41 feet and South 0°33'49" East 22.65 feet to the True Point of Beginning; thence from said point of beginning South 11.00 feet; thence West 27.00 feet; thence East 27.00 feet to the point of beginning.

Together with an easement from utility purposes six feet in width, the centerline of which is described as follows: Beginning at a point on the West boundary of the above described lease area which bears North 5.50 feet from the Southwest corner thereof; thence from said point of beginning North 67°24'52" West 35.6 feet more or less to an existing utility service connection location.

Together with an easement for the placement of cellular antennas and appurtenances, six feet in width, the centerline of which is described as follows: Beginning at point on the North boundary of the above described lease area which bears East 5.00 feet from the Northwest corner thereof; thence from said point of beginning North 13.5 feet more or less to and on the existing lattice tower.

Also together with an easement for ingress, egress fifteen feet in width from the above described lease area, over and across the existing traveled way and parking area, to the public right of way.

CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 28th day of September, 2007, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Cellico Partnership d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Cellico Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kristi L Lee
Print or Type Name: Kristi L Lee
Notary Public in and for the State of AZ, residing at
Maricopa County
My appointment expires: 6/14/2010

This is a true certified copy of the original record if it bears the signature of the recorder in purple ink, of the record.

William E. Schultz RECORDER
EL DORADO COUNTY, CALIF.