

COUNTY OF EL DORADO

FACILITY USE AGREEMENT #498-O411

THIRD AMENDMENT

This THIRD AMENDMENT TO FACILITY USE AGREEMENT (the "Amendment") is effective the 4th day of November, 2014, 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, successor-in-interest to El Dorado Cellular, a California Corporation, d/b/a Mountain Cellular ("Verizon Wireless").

RECITALS

A. County owns certain real property located at 300 Fair Lane, City of Placerville, County of El Dorado, State of California (the "Property"), commonly known as the Placerville Sheriff's Department.

B. County and Verizon Wireless, or their predecessors-in-interest, are parties to that certain Facility Use Agreement dated May 1, 2003, as amended by that certain Amendment I to Facility Use Agreement dated December 12, 2006 (the "First Amendment") and Amendment II dated December 14, 2010 (the "Second Amendment") (collectively, the "Agreement"), whereby County granted Verizon Wireless authorization to mount antennas and place communications equipment on the Property.

C. Pursuant to this Amendment, County and Verizon Wireless desire to amend the Agreement to allow Verizon Wireless to install certain additional equipment on the Property and to replace Exhibit "C-1" to the Second Amendment with Exhibit "C-2" attached hereto.

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. EQUIPMENT MODIFICATION. County hereby grants Verizon Wireless the right to remove, install, operate and maintain, at Verizon Wireless' sole cost and expense the following and as depicted on Exhibit "C-2" attached hereto and made a part hereof.

2. EXHIBITS. Exhibit "C-1" to the Second Amendment is hereby deleted in its entirety and replaced with Exhibit "C-2" attached hereto.

3. NOTICE. County's notice address in Paragraph 4 of the original Agreement is hereby replaced with the following:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, CA 95667
Attention: Russell Fackrell, Facilities Manager
Telephone: (530) 621-7596

4. Paragraph 9 of the original agreement is hereby replaced in its entirety with the following: INDEMNITY: Verizon Wireless and County shall defend, indemnify, and hold the other harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which are claimed to or in any way arise out of or are connected with the negligence or intentional misconduct of the indemnifying party, except to the extent caused by the negligence or intentional misconduct of the indemnified party, its officers and employees, or as expressly prescribed by statute. This duty to indemnify and save harmless includes the duties to defend set forth in California Civil Code Section 2778.

5. Paragraph 16 of the original agreement is hereby replaced in its entirety with the following: ADMINISTRATOR. The County Officer or employee with the responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

6. 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 term and provision 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.

CONTRACT ADMINISTRATOR:

By: 

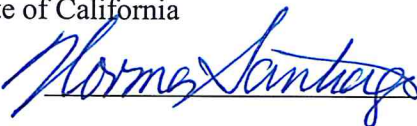
Russell Fackrell, Facilities Manager
Chief Administrative Office

Dated: 9/30/14

IN WITNESS WHEREOF, County and Verizon Wireless have caused this Third Amendment 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: Norma Santiago

Title: Chair

Date: 11-4-14

ATTEST:

James S. Mitrison, Clerk of the Board of Supervisors

By: 

Date: 11-4-14

VERIZON WIRELESS:

Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless

By: 

Brian Mecum
Area Vice President Network

Date: 9/24/14

EXHIBIT "C-2"

Description and Depiction of the Premises

(See Attached)

C D DRAWING SIGN - OFF

DATE: _____ TIME: _____ % CMC-PLEASE RETURN BY: _____



SIGNATURE _____ DATE _____
 SITE ACQUISITION: _____
 PLANNING: _____
 CONSTRUCTION: _____
 MANAGEMENT: _____

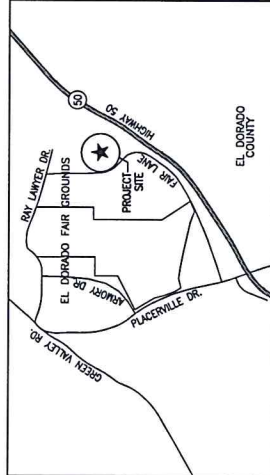
Verizon Wireless
 SIGNATURE _____ DATE _____
 CONSTRUCTION: _____
 RF ENGINEER: _____
 MW ENG./TRANSPORT: _____
 EQUIPMENT ENGINEER: _____
 OTHER (IF APPLICABLE) _____

GENERAL NOTES

- DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE, AND THIS SET OF PLANS IS INTENDED TO BE USED FOR DIAGNOSTIC PURPOSES ONLY. FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND ANYTHING ELSE DEEMED NECESSARY TO COMPLETE INSTALLATIONS AS DESCRIBED HEREIN.
- BEFORE THE SUBMISSION OF BIDS, THE CONTRACTORS INVOLVED SHALL VISIT THE PROJECT WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS TO FAMILIARIZE THEMSELVES WITH THE PROJECT. ANY ERRORS, OMISSIONS, OR DISCREPANCIES ARE TO BE BROUGHT TO THE GENERAL CONTRACTOR'S ATTENTION PRIOR TO THE BIDDING PROCESS.
- THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH THE CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL ACTIVITIES OF THE WORK UNDER THE CONTRACT.
- ALL WORK PERFORMED ON PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH THE LOCAL, COUNTY AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.
- GENERAL CONTRACTOR SHALL PROVIDE AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR LUSK COUNTY PERSONNEL INVOLVED WITH THE PROJECT.
- THE STRUCTURAL CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.
- MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORKS OR SITUATIONS, AND SUCH ALTERATIONS SHALL BE MADE TO SHOW END RESULT OF DESIGN, MINOR CORRECTIONS, EXEMPTIONS, PAVING, CURBING, ETC. DURING CONSTRUCTION. ALL IMPROVEMENTS TO THIS FACILITY AND/OR PROJECT SITE SHALL BE APPROVED THROUGH PRE-PAVED AREAS WITH U.L. LISTED OR FIRE RESISTANT APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND/OR PROJECT SITE.
- SEAL PENETRATIONS THROUGH FRIED-RATED AREAS WITH U.L. LISTED OR FIRE RESISTANT APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND/OR PROJECT SITE.
- COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO THE CONSTRUCTION ON OR ABOUT THE PROPERTY.
- HAZARDOUS MATERIALS SHALL BE REMOVED AND DISPOSED OF AT THE CONTRACTOR'S EXPENSE AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMODGES OF ANY KIND.
- THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS OR ERRORS IN THE DRAWINGS AND/OR SPECIFICATIONS. CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF CHECKING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS. THE ARCHITECT/ENGINEER SHALL BE RESPONSIBLE FOR CORRECTING ANY DISCREPANCIES THE CONTRACTOR SHALL PROCEED THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.

255 Parkshore Drive, Folsom, CA 95630

PLACERVILLE SHERIFF
 AWS PROJECT
 300 FAIR LANE
 PLACERVILLE, CA 95667
 APN: 325-240-21
 LOCATION #: 160197
 PROJECT #: 20130962050



PLACERVILLE, CA LOCATION PLAN

DIRECTIONS	PROJECT MILESTONES
FROM VERDON OFFICE & 225-PARKSHORE DR., FOLSOM, CA 95630	
1: START OUT GOING SOUTHWEST ON PARKSHORE DR TOWARD FOLSOM BLVD.	90% CONSTRUCTION DOCUMENTS
2: TURN LEFT ONTO FOLSOM BLVD.	100% CONSTRUCTION DOCUMENTS
3: MERGE ONTO US-50 E TOWARD PLACERVILLE	100% CONSTRUCTION DOCUMENTS REVISION 1
4: TAKE THE FORN ROAD EXIT TOWARD PLACERVILLE DR.	
5: TURN SLIGHT RIGHT ONTO FAIR LN.	
6: STAY STRAIGHT TO GO ONTO PLACERVILLE DR.	
7: TURN SHARP RIGHT ONTO FAIR LN.	
8: END AT 300 FAIR LN PLACERVILLE, CA 95667-4101	

PROJECT DIRECTORY

LANDLORD:
 EL DORADO COUNTY
 255 PARKSHORE DRIVE
 FOLSOM, CA 95630

APPLICANT:
 VERIZON WIRELESS
 255 PARKSHORE DRIVE
 FOLSOM, CA 95630

ARCHITECT:
 MANUEL S. TSIRILAS
 MST ARCHITECTS, INC.
 1000 J STREET, SUITE 2
 SACRAMENTO, CA 95816
 916-341-0405
 manuel@mstarchitects.com

CONSTRUCTION MANAGER:
 TO BE DETERMINED

PROJECT SUMMARY

PROPERTY INFORMATION
 NAD 83
 LATITUDE: N38° 43' 35.99"
 LONGITUDE: W120° 49' 36.78"
 ASSESSOR'S PARCEL NUMBER: 325-240-21

JURISDICTION: EL DORADO COUNTY

OCCUPANCE: S-2 (UNMANNED TELECOMMUNICATIONS FACILITY) U (TOWER)

TYPE OF CONSTRUCTION: V-B

ZONING: N/A

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE REFERENCED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

- 2013 CALIFORNIA BALUNING CODE (CBC)
- 2013 CALIFORNIA ELECTRICAL CODE (CEC)
- 2013 CALIFORNIA MECHANICAL CODE (CMC)
- 2013 CALIFORNIA PLUMBING CODE (CPC)
- 2013 CALIFORNIA FIRE CODE (FC)
- 2013 CALIFORNIA HISTORICAL BUILDING CODE
- 2013 CALIFORNIA FIRE CODE (FC)
- 2013 CALIFORNIA EXISTING BUILDING CODE
- 2013 CALIFORNIA REFERENCE STANDARDS CODE (CALGreen CODE)
- LOCAL COUNTY OR CITY ORDINANCES
- PRE-FABRICATED EQUIPMENT SHELTER IS STATE OF CALIFORNIA INSPECTED AND ACCESSIBILITY REQUIREMENTS: THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ACCESSIBILITY NOT REQUIRED IN ACCORDANCE WITH THE 2013 CBC 11B-203.5, AND 11B-202.4 EXCEPTION 7.

PROJECT DESCRIPTION

PROPOSED MODIFICATION OF AN EXISTING VERIZON WIRELESS TELECOMMUNICATIONS FACILITY, INCLUDING:

- REMOVE (6) EXISTING VERIZON WIRELESS ANTENNAS & REPLACE W/ (6) NEW VERIZON WIRELESS ANTENNAS ON EXISTING PIPE MOUNTS.
- NEW ANTENNAS TO HAVE RET MOTORS.
- INSTALL (6) NEW RUNS OF 1.5/8" COAXIAL CABLES.
- INSTALL (1) NEW VERIZON WIRELESS RET CABLE ALONG EXISTING CABLE ROUTE.
- INSTALL (3) NEW EXTRA HIGH STRENGTH 3/16" DIAMETER, 7 STRAND GUY WIRES WITH EXISTING

NOTE: VERIZON WIRELESS ANTENNAS & EQUIPMENT TO BE PAINTED TO MATCH

INDEX OF DRAWINGS

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4. A3.1	CONSTRUCTION DETAILS
5. A3.1	STRUCTURAL NOTES PLANS & DETAILS BY LAMBETH ENGINEERING SERVICES
6. S1	

MST ARCHITECTS
 1000 J STREET, SUITE 2
 SACRAMENTO, CA 95816
 916-341-0405
 manuel@mstarchitects.com

SHEET TITLE
 TITLE SHEET, LOCATION PLAN, PROJECT DATA

PLACERVILLE SHERIFF
 AWS PROJECT
 300 FAIR LANE
 PLACERVILLE, CA 95667

Verizon Wireless



PREPARED BY: _____
 CHECKED BY: _____
 DATE: 07/24/14

T1.1

VERIZON WIRELESS
 300 FAIR LANE
 PLACERVILLE, CA 95667

PLACERVILLE SHERIFF
 AMS PROJECT
 300 FAIR LANE
 PLACERVILLE, CA 95667

MST ARCHITECTS
 300 FAIR LANE
 PLACERVILLE, CA 95667

COMPLETE

OVERALL SITE PLAN

SHEET TITLE:

VERIZON WIRELESS



DATE: 06/15/11

BY: M.S.S.

CHECKED BY: M.S.S.

SCALE: AS SHOWN

DATE: 07/11/10

PROJECT: 300 FAIR LANE

OWNER: VERIZON WIRELESS

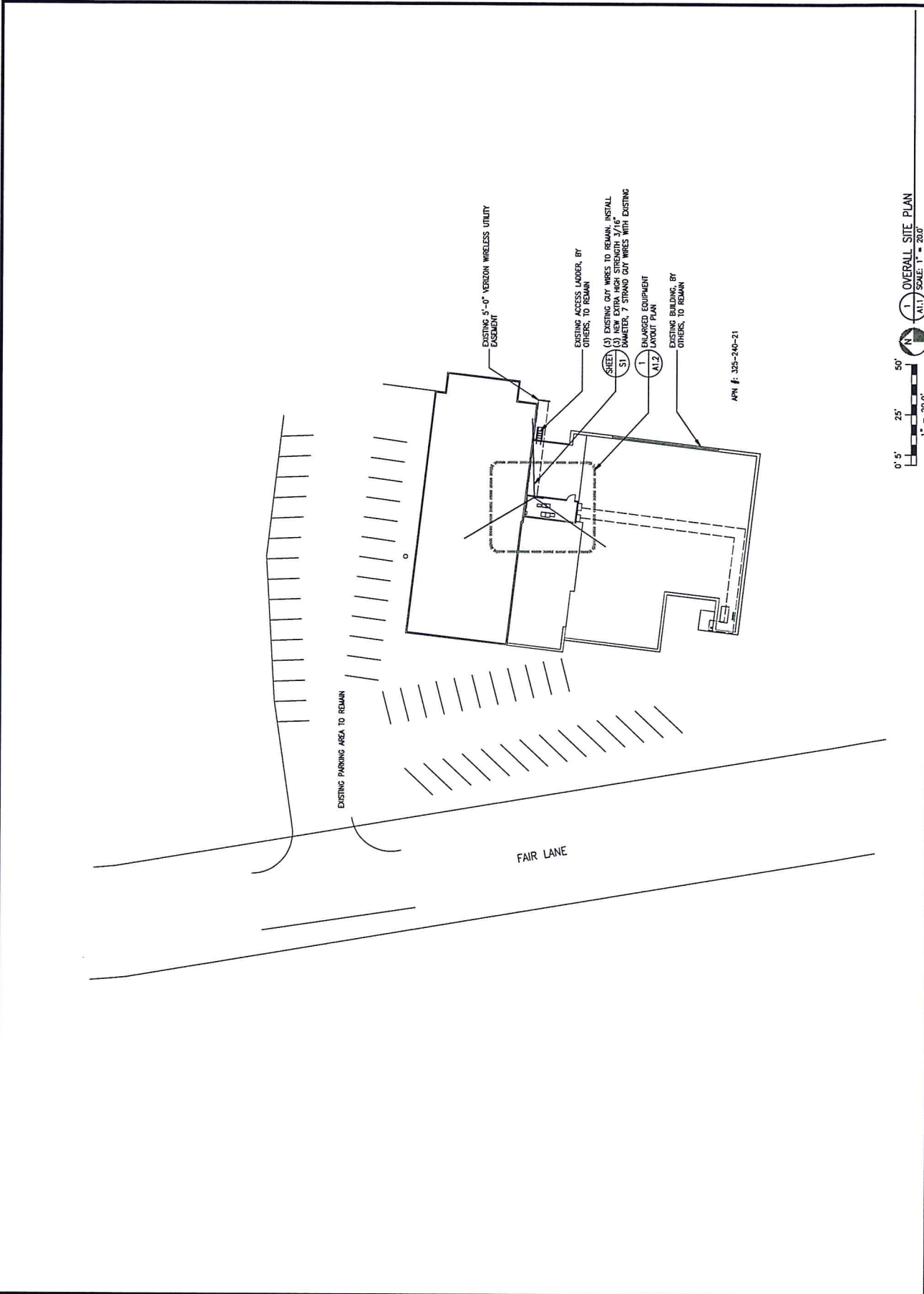
DESIGNER: MST ARCHITECTS

SCALE: AS SHOWN

DATE: 07/11/10

MSB No. 10282

A1.1



0' 5' 25' 50'

1" = 20.0'

OVERALL SITE PLAN

A1.1 SCALE: 1" = 20.0'

MST ARCHITECTS
 300 FAIR LANE
 PLACERVILLE, CA 95667
 (530) 276-1111
 www.mstarchitects.com

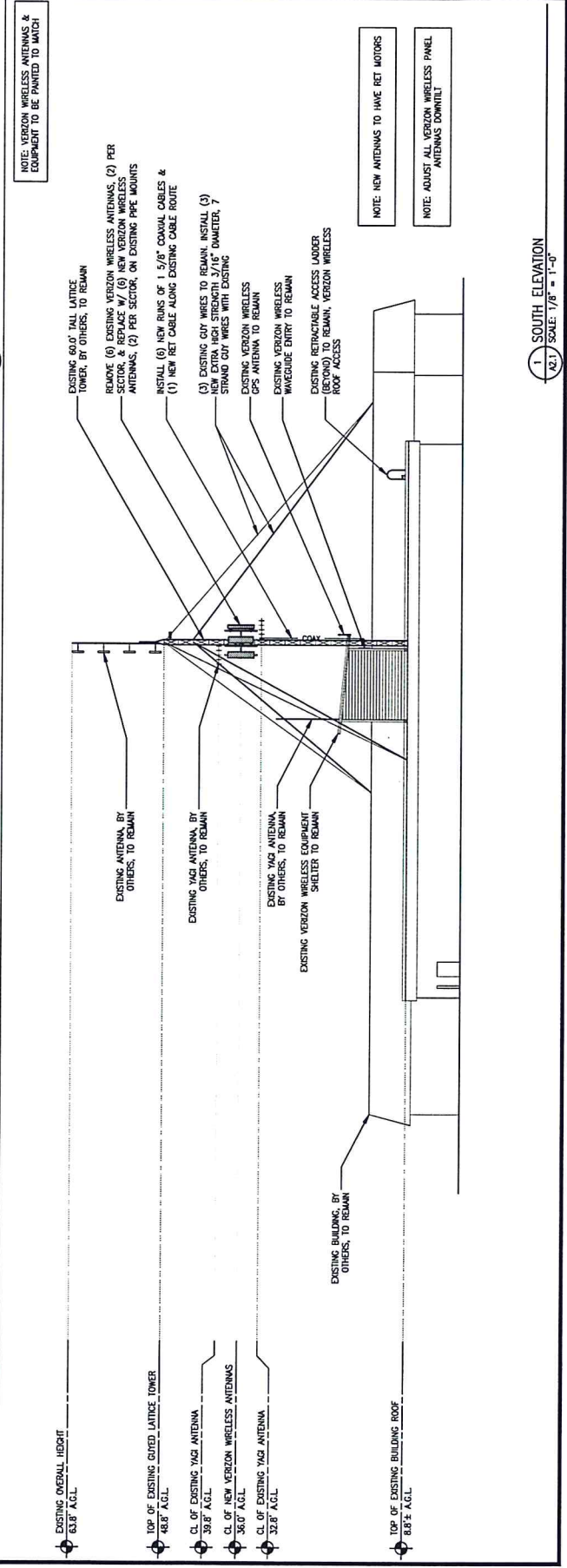
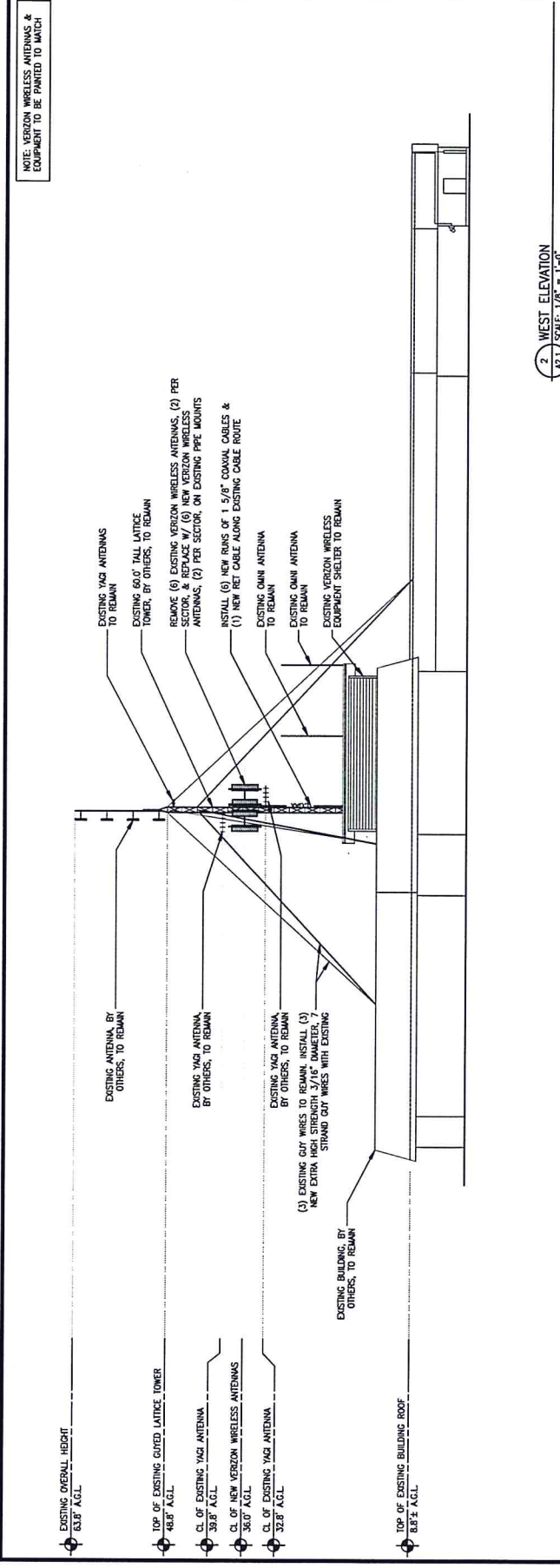
COMPLETS
 300 FAIR LANE
 PLACERVILLE, CA 95667
 (530) 276-1111
 www.complets.com


PROJECT ELEVATIONS
 SHEET TITLE:
 Verizon WIRELESS
 300 FAIR LANE
 AMS PROJECT
 PLACERVILLE SHERIFF
 PLACERVILLE, CA 95667



DATE: 07/14/11
SCALE: AS SHOWN
CHECKED BY: [Signature]
DATE: 07/14/11
PROJECT NO. 11222

A2.1




MST ARCHITECTS
 300 FAIR LANE
 PLACERVILLE, CA 95667
 (530) 875-1111
 www.mstarchitects.com

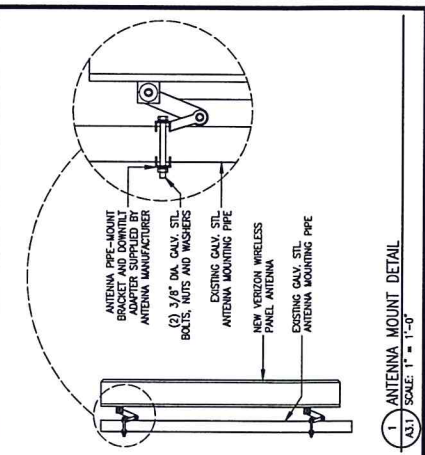
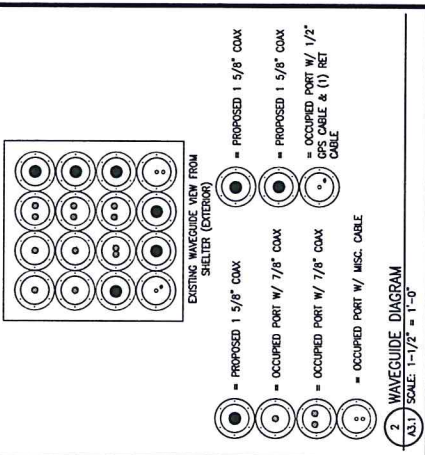
verizon WIRELESS
 ANS PROJECT
 300 FAIR LANE
 PLACERVILLE, CA 95667
 CONSTRUCTION DETAILS
 SHEET TITLE:



REVISIONS:

DATE: 12/28/11
 DRAWN BY: J. J. J.
 CHECKED BY: J. J. J.
 SCALE: AS SHOWN
 DATE: 07/11/11
 JOB NO. 12283

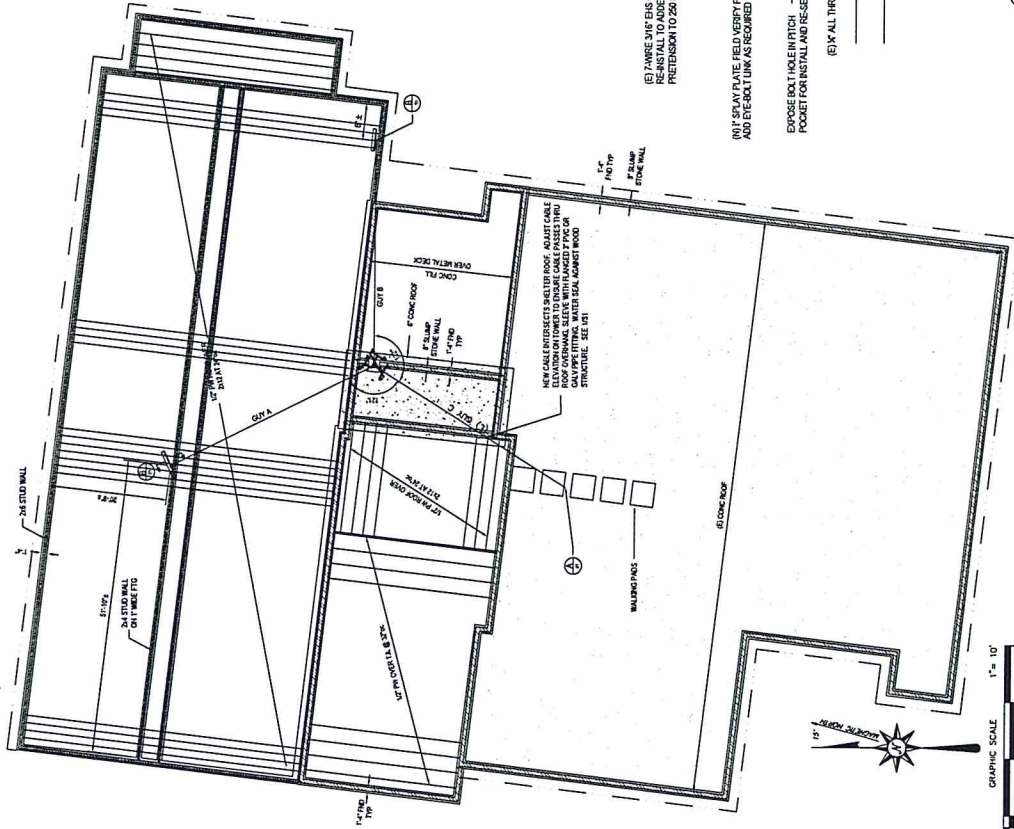
A3.1



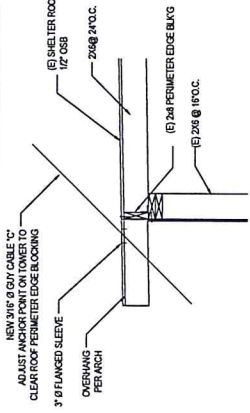
GENERAL NOTES

DESIGN

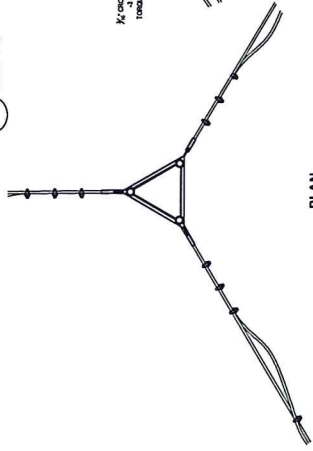
- GUY WIRES**
1. CABLES SHALL BE ESTERLIN HIGH STRENGTH (HSS) 3/4" DIAMETER, 7 STRAND CABLE, 1-1/2 IN. OVERHANG PER ARCH
 2. EACH LEVEL OF CABLES MUST BE MAINTAINED TO AVOID COLLAPSE.
 3. TENSION ALL CABLES TO AN INITIAL TENSION OF 250K.
 4. SHELTER AT TOWER.



A ROOF & FND PLAN
SCALE 1"=10'

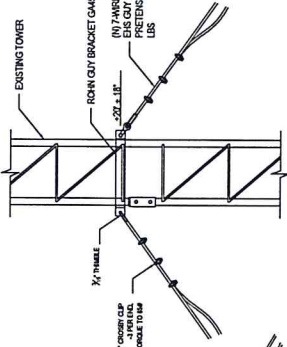


1 GUY CABLE CAT SHELTER ROOF
SCALE 1"=4'



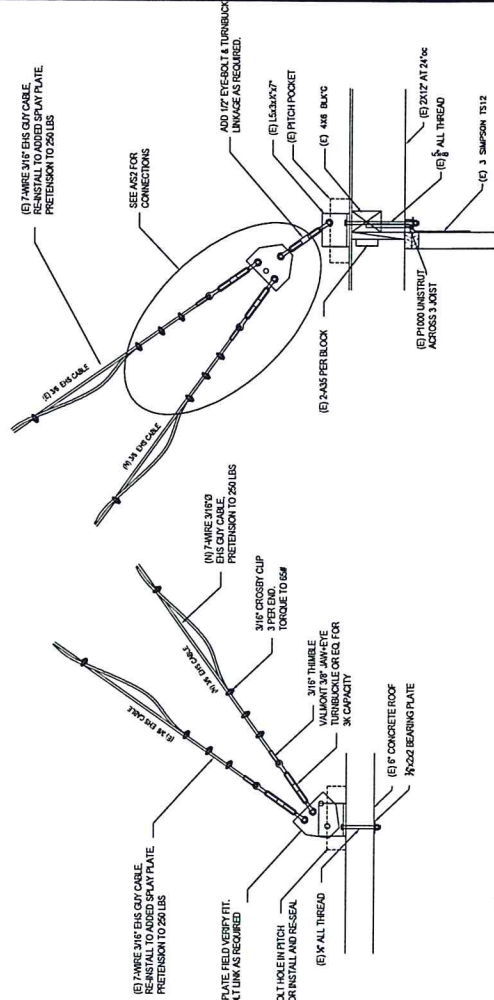
PLAN

2 GUY ATTACHMENT @ TOWER
SCALE 1"=1'-0"



ELEVATION

3 GUY ATTACHMENT @ TOWER
SCALE 1"=1'-0"



A GUY ANCHOR @ CONC. ROOF
SCALE 1"=1'-0"

B GUY ANCHOR @ WOOD ROOF
SCALE 1"=1'-0"

JAMBETH ENGINEERING SERVICES

PLACEMENT: 1/16" DIA. BRASS
CONCRETE: 1/2" DIA. BRASS
WOOD: 1/2" DIA. BRASS

PLACERVILLE SHERIFF Tower Modifications
Placerville, Ca.

verizon WIRELESS

SHEET TITLE: STRUCTURAL NOTES PLANS & DETAILS

S1

Drawn By: A
Checked By: N
Scale: AS SHOWN
Date: 12/21/10

Revisions: