

ORIGINAL

AMENDMENT I TO FACILITY USE AGREEMENT

This FIRST AMENDMENT TO FACILITY USE AGREEMENT ("Amendment") is made this 12th day of December, 2006 by and between County of El Dorado, a political subdivision of the State of California ("County"), and Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), successor in interest to El Dorado Cellular, a California corporation, d/b/a Mountain Cellular, with reference to the facts set forth in the Recitals below:

RECITALS

- A. County and Verizon Wireless, or their predecessors in interest, are parties to that certain Facility Use Agreement, dated May 1, 2003, whereby County granted Verizon Wireless authorization to use the Placerville Property to mount antennas on an existing antenna tower ("Tower") and place communications equipment in a communications vault ("Vault"). Pursuant to the Facility Use Agreement, Verizon Wireless currently has two antennas mounted on the Tower and has communications equipment in the Vault. Hereinafter, the entirety of that certain real property located in El Dorado County, California, commonly known as the Placerville Sheriff's Department, located at 300 Fair Lane, Placerville, California, including without limitation the Tower, the Vault and the Shelter (defined below), shall be referred to as the "Property".
- B. An equipment room ("Shelter") measuring approximately eleven (11) feet wide by twenty-six (26) feet long by six (6) feet tall is presently located on the roof of the Property.
- C. County and Verizon Wireless desire to (i) modify the Shelter by increasing its height to eight (8) feet, finishing the interior of the Shelter, and installing room air-conditioning; (ii) authorize Verizon Wireless to install, operate, maintain, repair and replace communications equipment in the modified Shelter; (iii) authorize Verizon Wireless to install, operate, maintain, repair and replace three (3) antennas on the Tower in addition to any Verizon Wireless antennas presently installed on the Tower; (iv) terminate Verizon Wireless' authorization to keep communications equipment in the Vault; and (v) add a rental provision whereby Verizon Wireless shall pay rental to the County of \$350.00 per month for the remainder of the term of the Facility Use Agreement.
- D. The Vault is located immediately below the Shelter. The Tower is currently anchored to the base of the Vault, and protrudes through openings in the floor and the roof of the Shelter. Modification of the Shelter will not require removing, moving, altering or otherwise interfering with operation of the Tower.
- E. Various antennas are currently located on the roof of the Shelter. Modification of the Shelter will require temporary removal of those antennas, and reinstallation after modification of the Shelter is completed.
- F. The Facility Use Agreement and this Amendment shall hereinafter be referred to collectively as the "Agreement".

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. MODIFICATIONS TO SHELTER. Verizon Wireless will modify the Shelter by raising the height of the roof from six (6) feet to eight (8) feet, by finishing the interior of the Shelter (such finishing to consist of sheetrock, texture and tape), and by installing room air-conditioning in the Shelter. The width and length of the Shelter shall remain the same. The County hereby authorizes Verizon Wireless to make said modifications to the Shelter. Before commencing of any construction, Verizon Wireless shall submit plans and specifications for said modifications to the County for written approval, which approval shall not be unreasonably withheld or delayed. In the event the County does not either (i) object to the plans in writing or (ii) furnish Verizon Wireless with written approval, within fifteen (15) days of the date of submission of the plans, the County will be deemed to have approved them. Upon completion of said modifications, the Shelter shall be owned by the County without the need for any additional documentation, notwithstanding Verizon Wireless' possession of the Shelter as described in paragraph 4 below. Upon completion of modifications to the Shelter by Verizon Wireless and after Verizon Wireless has installed its equipment in the modified Shelter, Verizon Wireless' use of the Vault shall be terminated. The improvements and modifications to the Shelter are depicted in Exhibit "A", attached to this Amendment and incorporated herein. The parties hereby delete in its entirety Exhibit A currently attached to the Facility Use Agreement.

2. REMOVAL OF ANTENNAS. Prior to commencement of the modifications described in paragraph 1 above, the County shall remove all antennas currently installed on the Shelter roof. Antennas currently installed on the Tower shall not be removed in conjunction with modification of the Shelter. The County shall be responsible at its sole cost for removal of antennas, care of all such antennas between removal and reinstallation, and reinstallation of antennas after modifications to the Shelter have been completed. Verizon Wireless shall bear no responsibility or liability whatsoever for any interference with communications resulting from removal and reinstallation of existing antennas from the Shelter roof.

3. ADDITIONAL ANTENNAS. County further authorizes Verizon Wireless to use a portion of its Tower to place three (3) antennas on the Tower, together with accompanying radio communications equipment and appurtenances, together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the Shelter as described in Exhibit "C" attached to this Amendment and incorporated herein. Such antennas are in addition to any Verizon Wireless antennas presently installed on the Tower. Hereinafter, the Tower space, the Shelter, connection areas and rights-of-way are collectively referred to as the "Premises".

4. EQUIPMENT. County hereby authorizes Verizon Wireless to utilize the Shelter for the installation, operation, maintenance, repair and replacement of certain communications equipment described in Exhibit "B" attached to this Amendment and incorporated herein. Such authorization shall commence immediately upon completion of the modifications to the Shelter. Verizon Wireless shall be in sole possession of the Shelter after completion of modifications thereto. The parties hereby delete in its entirety Exhibit B currently attached to the Facility Use Agreement.

5. TERM. Paragraph 5 of the Facility Use Agreement is hereby deleted, and replaced with the following language:

The period of performance of this Agreement shall commence on May 01, 2003, and shall expire on May 31, 2008. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless Verizon Wireless terminates it at the end of the then current term by giving the other party written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

6. COMPENSATION. Paragraph 3.B. of the Facility Use Agreement is hereby deleted, and replaced by the following paragraph:

As long as the Agreement is in full force and effect, along with amended License Agreement # 069-L0011 referenced in the Facility Use Agreement, Verizon Wireless shall be obligated to make rental payments at a monthly rental of Three Hundred Fifty Dollars (\$350.00) to be paid on the first day of the month, in advance, to County or to such other person, firm or place as the County may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. Rental payments shall commence on January 1, 2007.

7. ASSIGNMENT. Paragraph 6 of the Facility Use Agreement is hereby deleted, and replaced with the following language:

Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be sold, assigned or transferred by Verizon Wireless without any approval or consent of the County to Verizon Wireless' principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Verizon Wireless' assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of

Verizon Wireless in the market defined by the Federal Communications Commission in which the Property is located.

8. NOTICE. Verizon Wireless' notice address in Paragraph 4 of the Agreement is hereby replaced with the following:

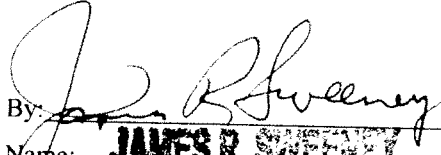
Verizon Wireless: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

9. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Facility Use Agreement, including without limitation the provision entitled "COMPENSATION", shall remain in full force and effect. In the event of a conflict between any term and provision of the Facility Use 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 Facility Use Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the County and Verizon Wireless and that no verbal or oral agreements, promises or understandings shall be binding upon either the County or Verizon Wireless in any dispute, controversy or proceeding at law. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

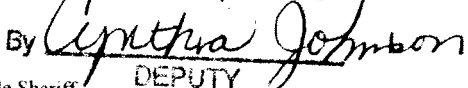
IN WITNESS WHEREOF, County and Verizon Wireless have caused this FIRST AMENDMENT TO FACILITY USE AGREEMENT to be executed by each party's duly authorized representative effective as of the date first above written.

"COUNTY"

County Of El Dorado

By: 
Name: JAMES R. SWEENEY
Title: CHAIRMAN
Date: 12/12/06

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

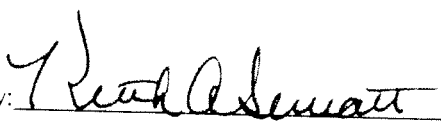
By: 
DEPUTY

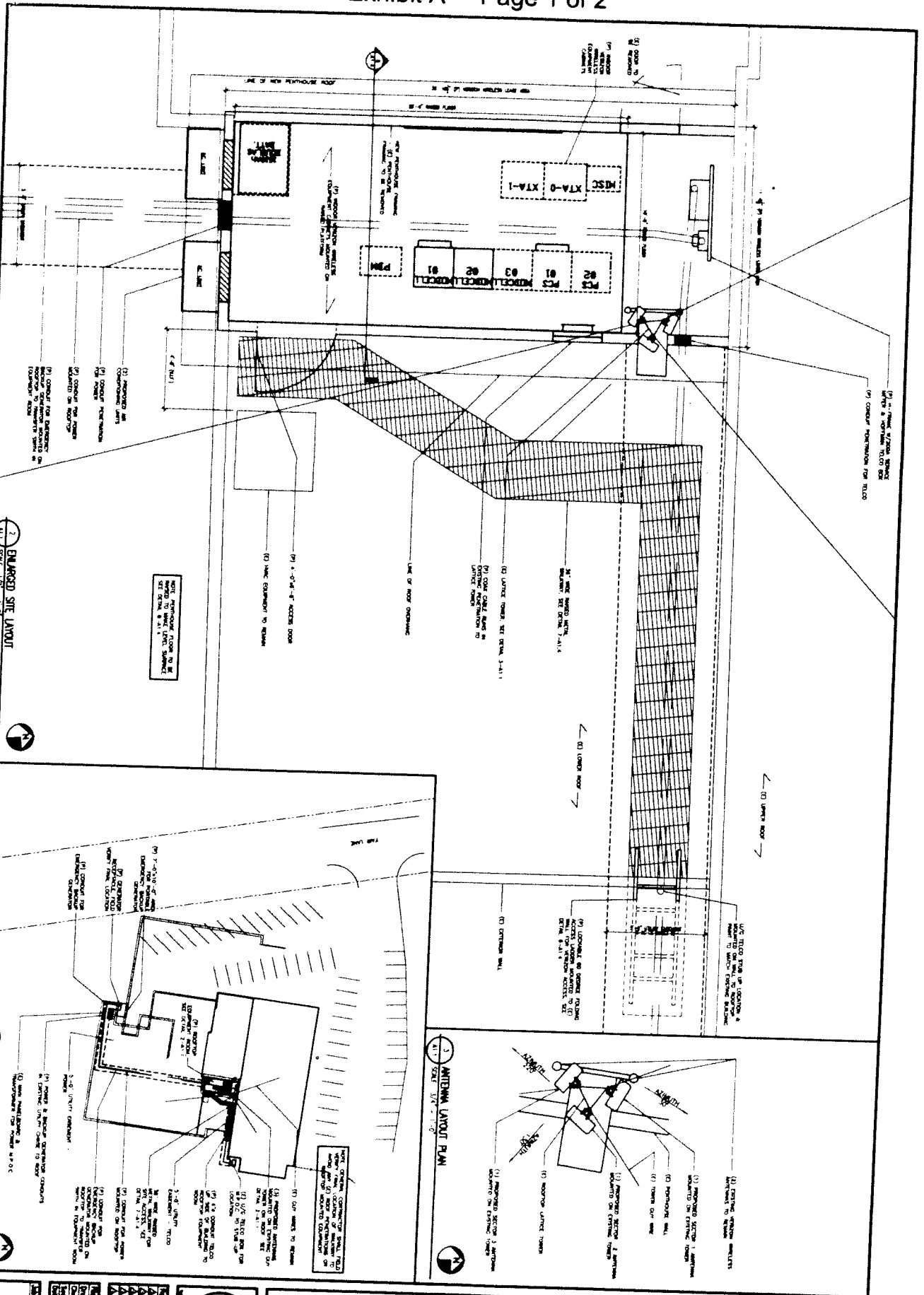
Placerville Sheriff
678203 8

12/12/06

"VERIZON WIRELESS"

Cellco Partnership d/b/a Verizon Wireless

By: 
Name: Keith A. Surratt
Title: West Area Vice President - Network
Date: 6/11/07



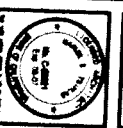
2 ENLARGED SITE LAYOUT
SCALE: 1/8" = 1'-0"

3 ANTENNA LAYOUT PLAN
SCALE: 3/8" = 1'-0"

1 OVERALL SITE LAYOUT
SCALE: 1/8" = 1'-0"

A1.1

NO.	DESCRIPTION	DATE



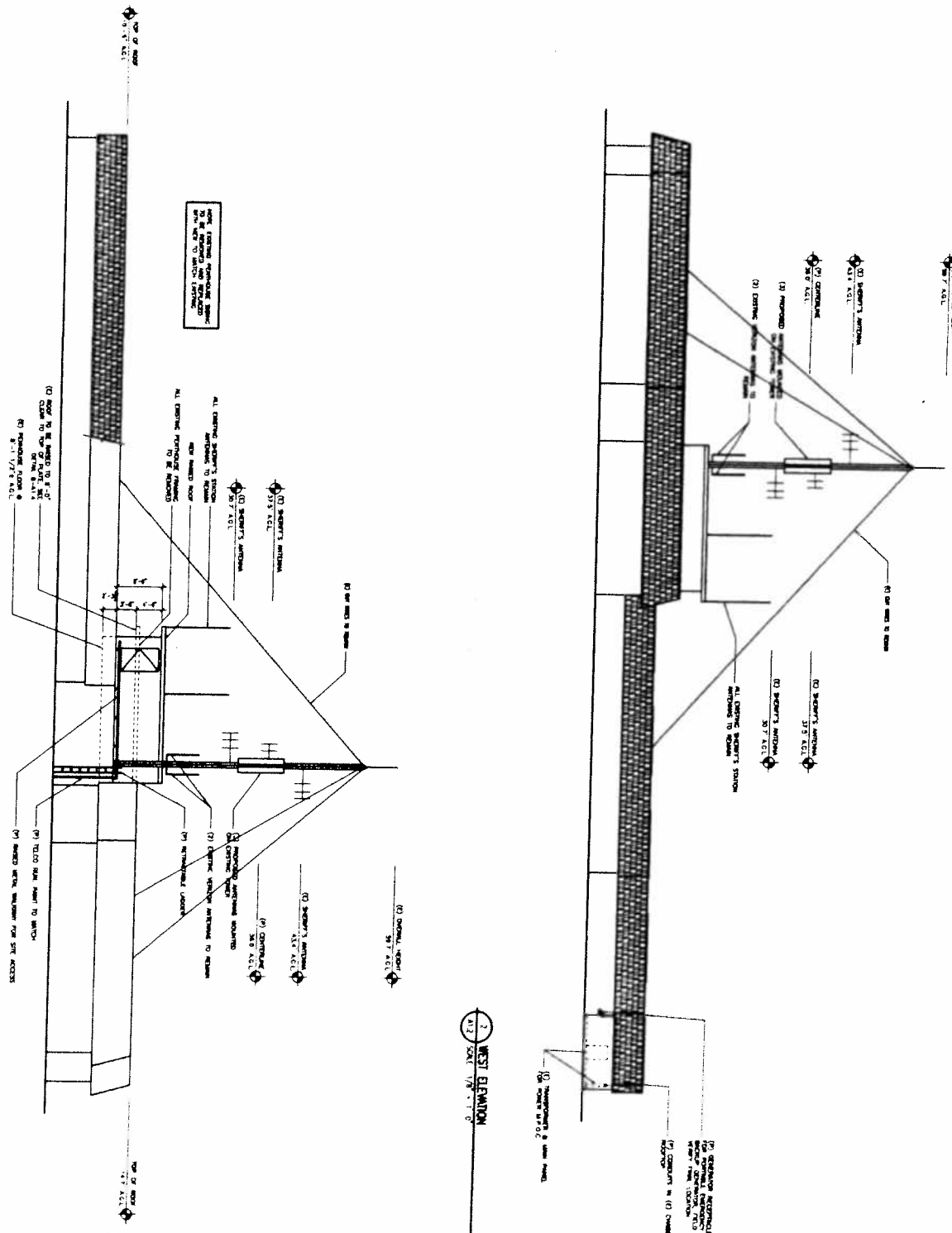
Placerville Sheriff
300 Fair Lane
Placerville, CA 95667

Verizon Wireless

OVERALL & ENLARGED SITE PLANS

COMPLETE
Architectural Consultants, Inc.

Manuel S. Salinas, Architect, Inc.
275 2nd Street, Suite 202, Placerville, CA 95666
916.231.4200 or 916.231.4204
www.mssalinas.com

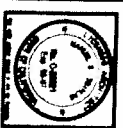


1 EAST ELEVATION
1/2" = 1'-0"

2 WEST ELEVATION
1/2" = 1'-0"

A12

NO.	DESCRIPTION
1	REVISION
2	REVISION
3	REVISION
4	REVISION
5	REVISION



PLACERVILLE SHERIFF
 300 FAIR LANE
 PLACERVILLE, CA 95667
 SHEET TITLE: **ELEVATIONS**

Manuel S. Tishler, Architect, Inc.
 225 28th Street, Suite 301, Sacramento, CA 95846
 (916) 441-2888 or (916) 441-2889
 www.mstishler.com

Exhibit B

(P) H-FRAME W/200A SERVICE METER & HOFFMAN TELCO BOX

(P) CONDUIT PENETRATION FOR TELCO

11'-0" (P) VERIZON WIRELESS LEASE AREA

10'-0" RAISED FLOOR

(E) DOOR TO BE REMOVED

(P) INDOOR VERIZON WIRELESS EQUIPMENT CABINETS

MISC
XTA-0
XTA-1

PCS #2
PCS #1
PCS MODEL MODEL MODEL
#2
#1

36" WIDE RAISED METAL WALKWAY, SEE DETAIL 7-A1.4

(E) LATTICE TOWER, SEE DETAIL 3-A1.1

(P) COAX CABLE RUNS IN EXISTING PENETRATION TO LATTICE TOWER

25'-10" (P) VERIZON WIRELESS LEASE AREA

20'-0" RAISED FLOOR

LINE OF ROOF OVERHANG

NEW PENTHOUSE FRAMING
(E) PENTHOUSE FRAMING TO BE REMOVED

PBM

(P) INDOOR VERIZON WIRELESS EQUIPMENT CABINETS MOUNTED ON RAISED PLATFORM



LINE OF NEW PENTHOUSE ROOF

18100A
RETRAS
DATTI

(P) 4'-0"x6'-8" ACCESS DOOR

(E) HVAC EQUIPMENT TO REMAIN

AC UNIT

AC UNIT

4'-0" (V.I.F.)

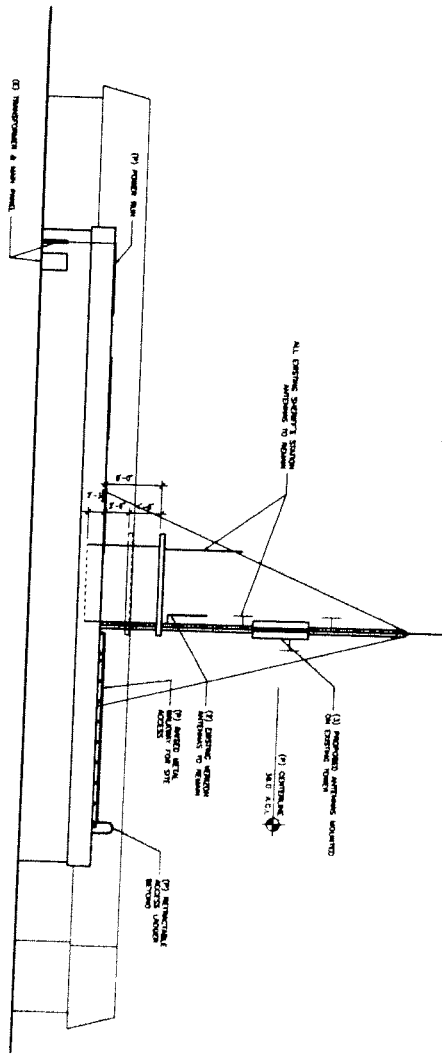
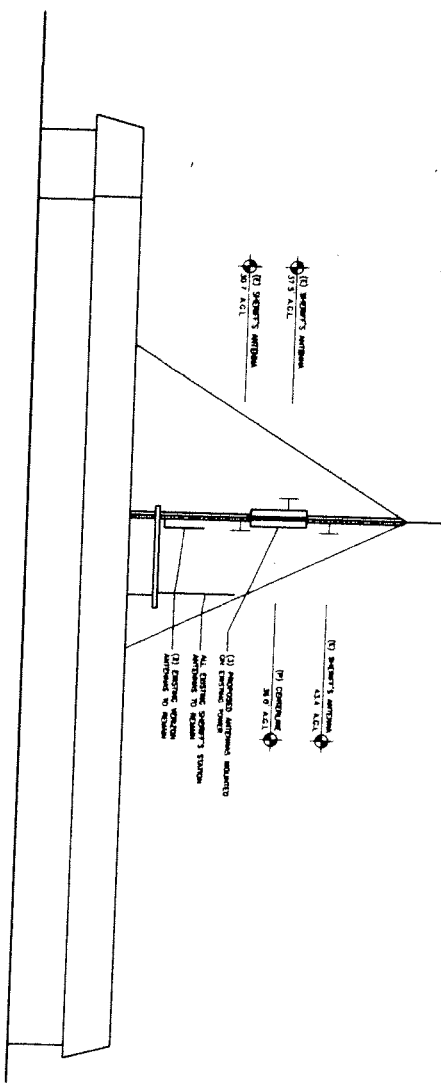
(2) PROPOSED AIR CONDITIONING UNITS

(P) CONDUIT PENETRATION FOR POWER

(P) CONDUIT FOR POWER MOUNTED ON ROOFTOP

(P) CONDUIT FOR EMERGENCY BACKUP GENERATOR MOUNTED ON ROOFTOP TO TRANSFER SWITCH IN EQUIPMENT ROOM

5'-0" UTILITY EASEMENT



A1.3	DATE: 05/11/10	SCALE: 1/8" = 1'-0"
	DRAWN BY: [unintelligible]	CHECKED BY: [unintelligible]
	PROJECT: PLACERVILLE SHERIFF'S OFFICE	ARCHITECT: MANUEL S. TASHLOS, ARCHITECT, INC.

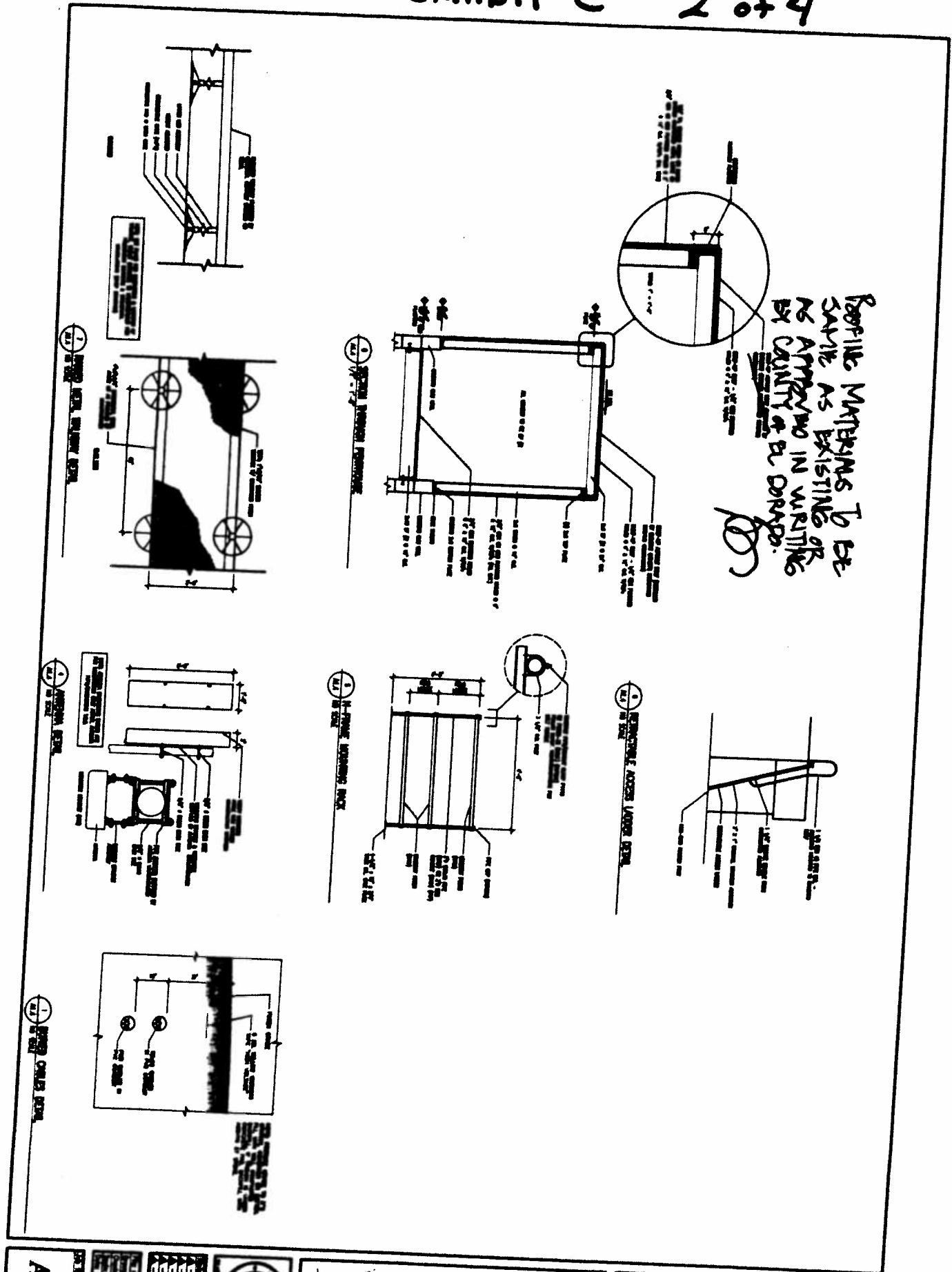
verizon WIRELESS

PLACERVILLE SHERIFF
300 FAIR LANE
PLACERVILLE, CA 95667

SHEET TITLE: ELEVATIONS

COMPLETE Construction Inc.

Manuel S. Tashlos, Architect, Inc.
720 20th Street, Suite 201, Sacramento, CA 95814
TEL: 916.442.4242 or 916.442.4243
www.mstarchitect.com



AI.4

NO.	DESCRIPTION	DATE

verizon **PLACERLE SHIFF**
 380 FUR LANE
 PLACERVILLE, CA 95667

CONSTRUCTION DETAILS

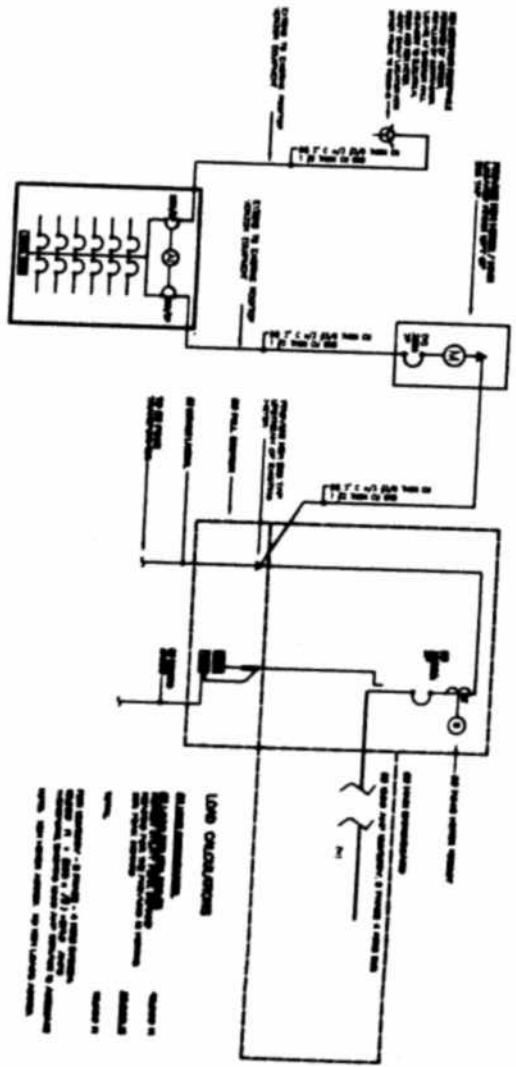
COMPLETE **MANUEL S. TOLMAN, Architect, Inc.**
 200 1st Street, Suite 200, Sacramento, CA 95811
 (916) 441-1111

ANTENNA AND COAX CABLE SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
2	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
3	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
4	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
5	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
6	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
7	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
8	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
9	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
10	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
11	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
12	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
13	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
14	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
15	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
16	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
17	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
18	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
19	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
20	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
2	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
3	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
4	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
5	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
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11	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
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13	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
14	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
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16	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
17	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
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19	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	
20	1/2" DIA. GALV. CORR. STEEL ANTENNA	1	EA.	

SEE ANTENNA AND COAX CABLE SCHEDULE FOR ANTENNA AND COAX CABLE SCHEDULE

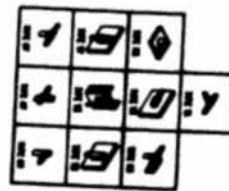
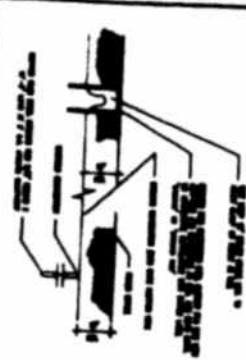
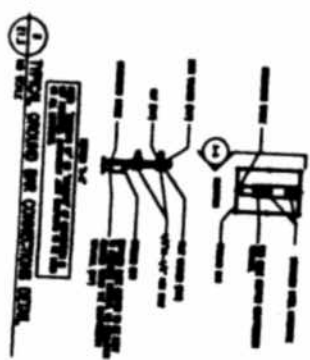
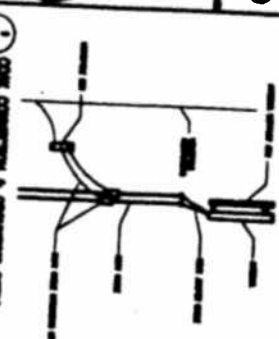


SEE ANTENNA AND COAX CABLE SCHEDULE FOR ANTENNA AND COAX CABLE SCHEDULE

	PLACERLE SHOFY 380 FOUR LANE PLACERVILLE, CA 95967		Manual S. Tolles, Architect, Inc. 100 1/2 Street, Suite 107, Sacramento, CA 95811 (916) 442-1111
	COMPLETE Electrical Design, Schematics & Notes		COMPLETE Electrical Design, Schematics & Notes

Change walk way to back parking lot

AKC
Frank Cost
AKC



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE (NEC) AND THE 2008 CALIFORNIA ELECTRICAL CODE (CEC).
2. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE (NEC) AND THE 2008 CALIFORNIA ELECTRICAL CODE (CEC).
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