

SECOND AMENDMENT TO FACILITY USE AGREEMENT

This SECOND AMENDMENT TO FACILITY USE AGREEMENT (the "Amendment") is effective the ____ day of _____, 201__, between County of El Dorado, a political subdivision of the State of California ("County"), and Cellco Partnership, a Delaware general partnership, dba Verizon Wireless, successor-in-interest to El Dorado Cellular, a California corporation, dba 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") (collectively, the "Agreement"), whereby County granted Verizon Wireless authorization to mount antennas on an existing antenna tower (the "Tower") on the Property, and to place communications equipment in an equipment shelter (the "Shelter") on the Property (collectively, the "Premises"), as situated substantially as shown on Exhibits "A," "B" and "C" attached to the First Amendment.

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 Premises and to replace Exhibits "A," "B" and "C" to the First Amendment with Exhibit "C-1" 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 install, operate and maintain, at Verizon Wireless' sole cost and expense, three (3) additional panel 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 Tower to the Shelter, as depicted on Exhibit "C-1" attached hereto and made a part hereof. Such antennas are in addition to any Verizon Wireless antennas presently installed on the Tower. Verizon Wireless shall also have the right to install six (6) additional guy wires to support the Tower in the locations shown on Exhibit "C-1" hereto.

2. Exhibits. Exhibits "A," "B" and "C" to the First Amendment are hereby deleted in their entirety and replaced with Exhibit "C-1" attached hereto.

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 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.

IN WITNESS WHEREOF, County and Verizon Wireless have caused this 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: _____
Title: _____
Date: _____

ATTEST:

Suzanne Allen de Sanchez, Clerk of the
Board of Supervisors

By: _____

Dated: _____

VERIZON WIRELESS:

Cellco Partnership, a Delaware general
partnership, dba Verizon Wireless

By: _____
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: _____

EXHIBIT "C-1"

Description and Depiction of the Premises

(See Attached.)