

EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of December 12, 2006

AGENDA TITLE: Amendment II to Facility Use Agreement #355-09911 - Verizon Wireless

DEPARTMENT: General Services

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: Deb Lane/Richard Collier

DATE: 11/27/2006

PHONE: 5933/5994

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

General Services recommending Chairman be authorized to:

- 1) Sign Amendment II to Facility Use Agreement #355-09911 with Verizon Wireless to install a new monopole and equipment shelter located at 1352 & 1360 Johnson Blvd. in South Lake Tahoe; and
- 2) Sign Memorandum of Facility Use Agreement Amendment II. (Term 1/1/07 - 12/31/21)

The new monopole will be installed & maintained at Verizon's cost and will be rent-free for the first ten years. The monopole will then become the County's property, and the County will receive

CAO RECOMMENDATIONS: \$5,400 annually in rent.

Recommend approval. Laura S. Bell 12/4/06

Financial impact? (☒) Yes () No

Funding Source: (☒) Gen Fund () Other

BUDGET SUMMARY:

Other:

Total Est. Cost \$0.00

Funding

Budgeted \$0.00

New Funding

Savings

Other

Total Funding \$0.00

Change in Net County Cost

CAO Office Use Only:

4/5's Vote Required () Yes (☒) No

Change in Policy () Yes (☒) No

New Personnel () Yes (☒) No

CONCURRENCES:

Risk Management yes

County Counsel yes

Other

***Explain** Revenue Generating Agreement - \$5,400 from years 11 - 15

BOARD ACTIONS:

Vote: Unanimous Or

Ayes:

Noes:

Abstentions:

Absent:

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date:

Attest: Cindy Keck, Board of Supervisors Clerk

By:



The County of El Dorado

Department of General Services

Joanne M. Narloch, Director

Phone (530) 621-5847 Fax (530) 295-2538

November 27, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Re: Amendment II to Facility Use Agreement #355-09911 – Verizon Wireless

Dear Board Members:

Recommendation:

General Services recommending Chairman be authorized to:

- 1) Sign Amendment II to Facility Use Agreement #355-09911 with Verizon Wireless to install a new monopole and equipment shelter located at 1352 & 1360 Johnson Blvd. in South Lake Tahoe; and
- 2) Sign Memorandum of Facility Use Agreement Amendment II.

Reason for Recommendation:

Verizon Wireless purchased the Mountain Cellular network, an audit was conducted of the network and sites in need of improvement were identified. The audit results determined that the equipment vault, located at the South Lake Tahoe Government Center needs improvement. Additionally, during Verizon's site review, it was discovered that the existing tower is in need of replacement.

Site improvements include the replacement of the existing tower with a new monopole and installation of new communication equipment, which will improve the performance, coverage and overall digital capacity for this location, to address existing increased demands. The new monopole will be installed and maintained at Verizon's cost and will be rent free commencing January 1, 2007 for ten consecutive years to allow for the recovery of a portion of the capital improvement costs. The new monopole will become the property of the County and will additionally allow for future loading, which allows for flexibility in addressing both the County and Verizon's future needs. Upon the expiration of ten years, Verizon will make rental payments of \$450.00 per month for the remainder of the term of the Facility Use Agreement.

The County officer or employee with responsibility for administering this amendment is Richard E. Collier, Capital Programs Manager, General Services Department.

County Counsel and Risk Management have approved the lease, and a copy is on file in the Board Clerk's Office.

ASSIGNMENT

DATE 11-8-06

Contract #: 355-09911

ATTORNEY RC-5 CONTRACT ROUTING SHEET

DEPT/INDEX NO. 141300
Date Prepared: 11/6/06

Need Date: 11/13/06

BY: RC PROCESSING DEPARTMENT:

Department: General Services
Dept. Contact: Deb Lane/Richard Collier
Phone #: 5933/6051
Department Head Signature: [Signature]
Joanne Marloch
Director

CONTRACTOR:

Name: Verizon Wireless
Address: 9300 Tech Center Drive, ste 190
Sacramento, Ca
Phone: (916) 768-7213

CONTRACTING DEPARTMENT: Sheriff's Department

Service Requested: Amendment II to Facility Use Agreement #355-09911 & Memorandum

Contract Term: Jan. 1, 2007 - Dec 31, 2021 Contract/Amendment Value: _____

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: 11-8-06 By: [Signature]

Approved: [X] Disapproved: _____ Date: 11-16-06 By: [Signature]

Prov. App.

See comment on page one, paragraph one

11/20/06 Corrected per comment DR
changed to "a political subdivision"

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: [X] Disapproved: _____ Date: 11/17/06 By: [Signature]

Approved: _____ Disapproved: _____ Date: _____ By: _____

NOV 16 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

**FACILITY USE AGREEMENT
AMENDMENT II**

This FACILITY USE AGREEMENT AMENDMENT II ("Amendment") is made this ____ day of _____, 20__ by and between the County of El Dorado, a political subdivision of the State of California ("County"), and Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), as 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 November 2, 1999 ("Lease"), as amended by that certain Facility Use Agreement Amendment I, dated August 13, 2004 (together, the "Facility Use Agreement"), whereby County granted Verizon Wireless authorization to use a portion of the County's property to mount antennas on an existing antenna tower ("Tower") and place communications equipment in an equipment vault ("Vault"). Pursuant to the Facility Use Agreement, Verizon Wireless currently has two (2) 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 South Lake Tahoe Government Center, located at 1352 and 1360 Johnson Boulevard, South Lake Tahoe, California, including without limitation the Tower, the Vault and the Shelter (defined below), shall be referred to as the "Property".

B. County and Verizon Wireless desire to (i) provide that 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) authorize 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) authorize Verizon Wireless to install, operate, maintain, repair and replace five (5) antennas on the New Monopole; (iv) terminate Verizon Wireless's authorization to keep communications equipment in the Vault; and (v) authorize 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 of \$450.00 per month for the remainder of the term of the Facility Use Agreement.

C. 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. GROUND SPACE AND SHELTER. The County grants to Verizon Wireless exclusive use of an eleven foot (11') by twenty-seven foot (27') parcel of ground space containing two hundred ninety-seven (297) square feet ("Parcel"), located within the Property. Verizon Wireless is further authorized to install a seven foot (7') by twenty-two foot (22') Shelter on the Parcel, and to install, operate, maintain, repair and replace communications equipment in the Shelter, together with sufficient space to install, maintain, replace and repair wires, cables, conduits and pipes (a) from the Shelter to the nearest appropriate utilities provider if LESSOR is not providing adequate power and telephone access in the Premises for utilities, and (b) from the Shelter to the New Monopole.

2. VAULT. After Verizon Wireless has installed its equipment in the Shelter and such equipment is operational, Verizon Wireless's use of the Vault shall be terminated. Said Parcel, Shelter, and space for wires, cables, conduits and pipes 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.

3. ANTENNAS. County grants to Verizon Wireless use of a portion of the New Monopole to place five (5) antennas on the New Monopole, 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 New Monopole to the Shelter as described in Exhibit "B" attached to this Amendment and incorporated herein.

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

"In consideration of the purchase and installation of the New Monopole by Verizon Wireless, 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, as long as this Agreement and said License Agreement # 069-L0011 are in full force and effect, Verizon Wireless shall be obligated to make rental payments at a monthly rental of Four Hundred Fifty Dollars (\$450.00) 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."

5. **TERMINATION.** In the first line of Paragraph 4 of the Facility Use Agreement, delete "Either party," and replace with "Verizon Wireless." Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") is the successor in interest to El Dorado Cellular, a California corporation, dba Mountain Cellular.

6. **TERM.** The second and third sentences of Item 5 of the Facility Use Agreement Amendent I shall be deleted in their entirety and replaced with the following: "This Agreement shall automatically be extended for two (2) 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."

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's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Verizon Wireless's 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's 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 FACILITY USE AGREEMENT AMENDMENT II to be executed by each party's duly authorized representative effective as of the date first above written.

COUNTY:

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

By: _____

Name: _____

Title: _____

Date: _____

VERIZON WIRELESS:

Cellco Partnership
d/b/a Verizon Wireless

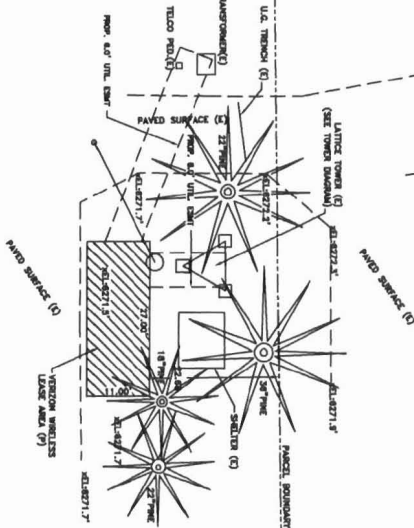
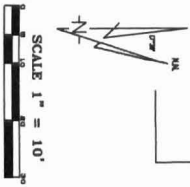
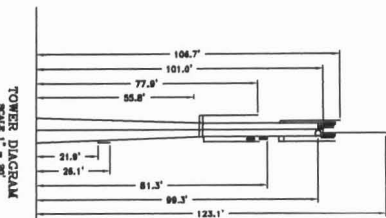
By: _____

Name: Keith A. Surratt

Title: West Area Vice President – Network

Date: _____

SCALE 1" = 100'



OVERALL SITE PLAN

Kenneth D. Gell California R.C.L. 14803 Date

CERTIFICATION: I, the undersigned, do hereby certify information listed above is based on a field survey done under my supervision and that the accuracy of those directions meet or exceed 1-A Standards as defined in the FAA ASAC Information Sheet 91-003, and that they are true and accurate to the best of my knowledge and belief.

TYPE OF MATERIAL SOURCE:	Existing Free Standing Lateral
NAD 83 Coordinates	
Latitude:	38°56'03.38"
Longitude:	118°38'18.28"
ELEVATION of base of Exst. Structure (NAVD88)	6272.4
HEIGHT OF STRUCTURE:	101'
Overall Height:	122'

Cal Engineering
12550 Wilshire
12550 Wilshire Street
Van Nuys, California 91411-3015
Phone: (818) 885-0428 • Fax: (818) 823-1328

Version: Windows
PCs: Equipment A.L.C. Survey Form

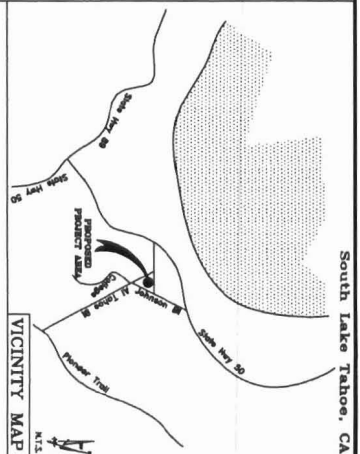
Project No./Name: Toluca Pond

Project Site Location: 1322 & 1360 Johnson III
South Lake Toluca, CA 90150
El Dorado County

Date of Observation: 04-10-02

Equipment/Procedure Used: In-Situ Conductivity/Turbidity
Data processed with: Pathfinder Office software.

PROJECT AREA ENLARGEMENT



BOUNDARY SURVEY IS BASED ON MONUMENTATION FOUND AND SPECIALIZED INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED EXCEPT AS SHOWN ON THIS PLAN. NO PROPERTY MONUMENTS WERE SET.

[illegible]

At least certain larvae were taken from Lot 14 of Section 3, Township 12 North, Range 18 East, M.D., & M. holding more particularly described on the labels.

Concerning of the other sections to Lot 1, 2 and 14 of said Section 3: Between South 88° 28' N. West 12.11 feet and South 73° 54' East 22.68 feet there was found a mass of pupae and larvae of *Leptocryptus* 1.02 feet; the first pupa of *Leptocryptus* from the pupal mass was 27.00 feet; between North 11.50 feet; between East 27.00 feet to the point of beginning.

Together with an statement for the placement of outdoor entrance and exit doors, the following information is required:

- The location of each door, including the location of the door described in the previous item.
- The location of each door, including the location of the door described in the previous item.
- The location of each door, including the location of the door described in the previous item.

Also together with an statement for the location of the door, the following information is required:

- The location of each door, including the location of the door described in the previous item.
- The location of each door, including the location of the door described in the previous item.
- The location of each door, including the location of the door described in the previous item.

DATE OF SURVEY: 06-10-03

SUBMITTED BY OR UNDER DIRECTION OF: KENNETH D. GEL, P.C.E. 14855
LOCATED IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA
BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD
INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.C. & G.S. DATUM, ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.

LASTING PRESTANDARD MONOPOL
 LAT. 38°56'01.38" NAD 83
 LONG. 118°58'01.83" NAD 83
 LAT. 38°56'01.71" NAD 27
 LONG. 118°58'14.83" NAD 27
 M.A.V.D. 1929 CORRECTION: SUB. 4.05" FROM ELEVATIONS SHOWN

CONTOUR INTERVAL: N/A

THE LATITUDE AND LONGITUDE WERE DETERMINED USING TRIMBLE 4.2.5 AND UTILIZING PPKS OFFICE DIFFERENTIAL CORRECTION SOFTWARE AT THE EXISTING TOWER LOCATION.

SITE NAME & NUMBER: TALONE PD
SITE ADDRESS: 1352 & 1360 JOHNSON BLVD
CITY: TALONE CA 95056

JOHN LEE, JAMES,
EL DORADO COUNTY

ASSESSOR'S PARCEL NUMBER: 028-010-21

CURRENT ZONING: TOWN CENTER

COUNTY OF EL DORADO
1889 & 1890 JOURNAL FILE NO.

1304 E. 1300 JOHNSON BLVD
SOUTH LAKE TAHOE, CA 96150

SITE CONTACT: JEFF MANNING

C-1

TAHOE PD
1352 & 1360 Johnson Bl
South Lake Tahoe, CA
**PLOT PLAN AND
SITE TOPOGRAPHY**



P.O. BOX 19707
SAN JOSE, CA 95119-0707
(408) 222-7000

GEIL ENGINEERING
1806 HIGH STREET
AUBURN, CALIFORNIA 96602
PHONE: (916) 885-0485
FAX: (916) 883-1200

Amphibian

Exhibit B

Enlarged Site Plan

Scale: 1/4" = 1'-0"

Legend:

- (1) PROPOSED SECTION 1 ANTENNA
- (2) PROPOSED SECTION 2 ANTENNA
- (3) PROPOSED SECTION 3 ANTENNA
- (4) PROPOSED SECTION 4 ANTENNA
- (5) PROPOSED SECTION 5 ANTENNA
- (6) PROPOSED SECTION 6 ANTENNA
- (7) PROPOSED SECTION 7 ANTENNA
- (8) PROPOSED SECTION 8 ANTENNA
- (9) PROPOSED SECTION 9 ANTENNA
- (10) PROPOSED SECTION 10 ANTENNA
- (11) PROPOSED SECTION 11 ANTENNA
- (12) PROPOSED SECTION 12 ANTENNA
- (13) PROPOSED SECTION 13 ANTENNA
- (14) PROPOSED SECTION 14 ANTENNA
- (15) PROPOSED SECTION 15 ANTENNA
- (16) PROPOSED SECTION 16 ANTENNA
- (17) PROPOSED SECTION 17 ANTENNA
- (18) PROPOSED SECTION 18 ANTENNA
- (19) PROPOSED SECTION 19 ANTENNA
- (20) PROPOSED SECTION 20 ANTENNA

Notes:

- ALL EXISTING TREES TO REMAIN
- EXISTING ANTENNA ARRAY
- PROPOSED ANTENNA ARRAY
- PROPOSED SUPPORT STRUCTURES
- PROPOSED WALKWAYS
- PROPOSED FENCE
- PROPOSED LIGHTING
- PROPOSED SIGNAGE
- PROPOSED PARKING
- PROPOSED TRAIL
- PROPOSED BUILDING
- PROPOSED EQUIPMENT
- PROPOSED STORAGE
- PROPOSED OFFICE
- PROPOSED RESTROOM
- PROPOSED KITCHEN
- PROPOSED BATHROOM
- PROPOSED SHOWER
- PROPOSED LAUNDRY
- PROPOSED MECHANICAL
- PROPOSED ELECTRICAL
- PROPOSED PLUMBING
- PROPOSED HVAC
- PROPOSED INSULATION
- PROPOSED ROOFING
- PROPOSED FLOORING
- PROPOSED WALLS
- PROPOSED CEILING
- PROPOSED DOORS
- PROPOSED WINDOWS
- PROPOSED VENTILATION
- PROPOSED EXHAUST
- PROPOSED INTAKE
- PROPOSED FILTERS
- PROPOSED SENSORS
- PROPOSED CONTROLS
- PROPOSED WIRING
- PROPOSED CABLES
- PROPOSED CONNECTORS
- PROPOSED TERMINALS
- PROPOSED JUNCTIONS
- PROPOSED GROUNDING
- PROPOSED LIGHTING FIXTURES
- PROPOSED SIGNAGE
- PROPOSED TRAIL MARKERS
- PROPOSED FENCE POSTS
- PROPOSED FENCE RAILS
- PROPOSED FENCE CAPS
- PROPOSED FENCE BRACKETS
- PROPOSED FENCE BOLTS
- PROPOSED FENCE NAILS
- PROPOSED FENCE SCREWS
- PROPOSED FENCE WOODS
- PROPOSED FENCE METAL
- PROPOSED FENCE PLASTIC
- PROPOSED FENCE FABRIC
- PROPOSED FENCE GLASS
- PROPOSED FENCE MESH
- PROPOSED FENCE CHAIN
- PROPOSED FENCE COIL
- PROPOSED FENCE ROLL
- PROPOSED FENCE BUNDLE
- PROPOSED FENCE PALLET
- PROPOSED FENCE TRUCK
- PROPOSED FENCE TRAILER
- PROPOSED FENCE CRANE
- PROPOSED FENCE LIFT
- PROPOSED FENCE JACK
- PROPOSED FENCE PULLER
- PROPOSED FENCE CUTTER
- PROPOSED FENCE GRINDER
- PROPOSED FENCE SAW
- PROPOSED FENCE DRILL
- PROPOSED FENCE NAILER
- PROPOSED FENCE SCREWDRIVER
- PROPOSED FENCE WRENCH
- PROPOSED FENCE HAMMER
- PROPOSED FENCE SHovel
- PROPOSED FENCE PICK
- PROPOSED FENCE AX
- PROPOSED FENCE MACHETE
- PROPOSED FENCE KNUIFE
- PROPOSED FENCE STICK
- PROPOSED FENCE BRANCH
- PROPOSED FENCE LOG
- PROPOSED FENCE TRUNK
- PROPOSED FENCE LIMB
- PROPOSED FENCE TWIG
- PROPOSED FENCE SPRIG
- PROPOSED FENCE SHOOT
- PROPOSED FENCE BUD
- PROPOSED FENCE LEAF
- PROPOSED FENCE FLOWER
- PROPOSED FENCE FRUIT
- PROPOSED FENCE SEED
- PROPOSED FENCE ROOT
- PROPOSED FENCE STEM
- PROPOSED FENCE BARK
- PROPOSED FENCE PITH
- PROPOSED FENCE SKELETON
- PROPOSED FENCE SOIL
- PROPOSED FENCE HUMUS
- PROPOSED FENCE COMPOST
- PROPOSED FENCE MANURE
- PROPOSED FENCE URINE
- PROPOSED FENCE SWEAT
- PROPOSED FENCE TEARS
- PROPOSED FENCE BLOOD
- PROPOSED FENCE SALIVA
- PROPOSED FENCE SWEAT
- PROPOSED FENCE TEARS
- PROPOSED FENCE BLOOD
- PROPOSED FENCE SALIVA

[illegible]

THESE DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF HENSEL & PHILLIPS ARCHITECT, P.C. HEREBY THE ARCHITECT AGREES TO RETURN ALL ORIGINALS OF THESE DRAWINGS AND SPECIFICATIONS TO THE CLIENT UPON THE COMPLETION OF THE PROJECT OR UPON THE CLIENT'S REQUEST.

ORIGINAL

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Michael O. Gualco
Downey Brand LLP
555 Capitol Mall, 10th Floor
Sacramento, CA 95814
(Site Name: Tahoe PD)

(Space above this line for Recorder's use.)

MEMORANDUM OF FACILITY USE AGREEMENT AMENDMENT II

THIS MEMORANDUM OF FACILITY USE AGREEMENT AMENDMENT II is made this ____ day of _____, 20__, 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 Cellco 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: _____

Name: _____

Title: _____

Date: _____

VERIZON WIRELESS:

Cellco Partnership
d/b/a Verizon Wireless

By: _____

Name: Keith A. Surratt

Title: West Area Vice President – Network

Date: _____

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.

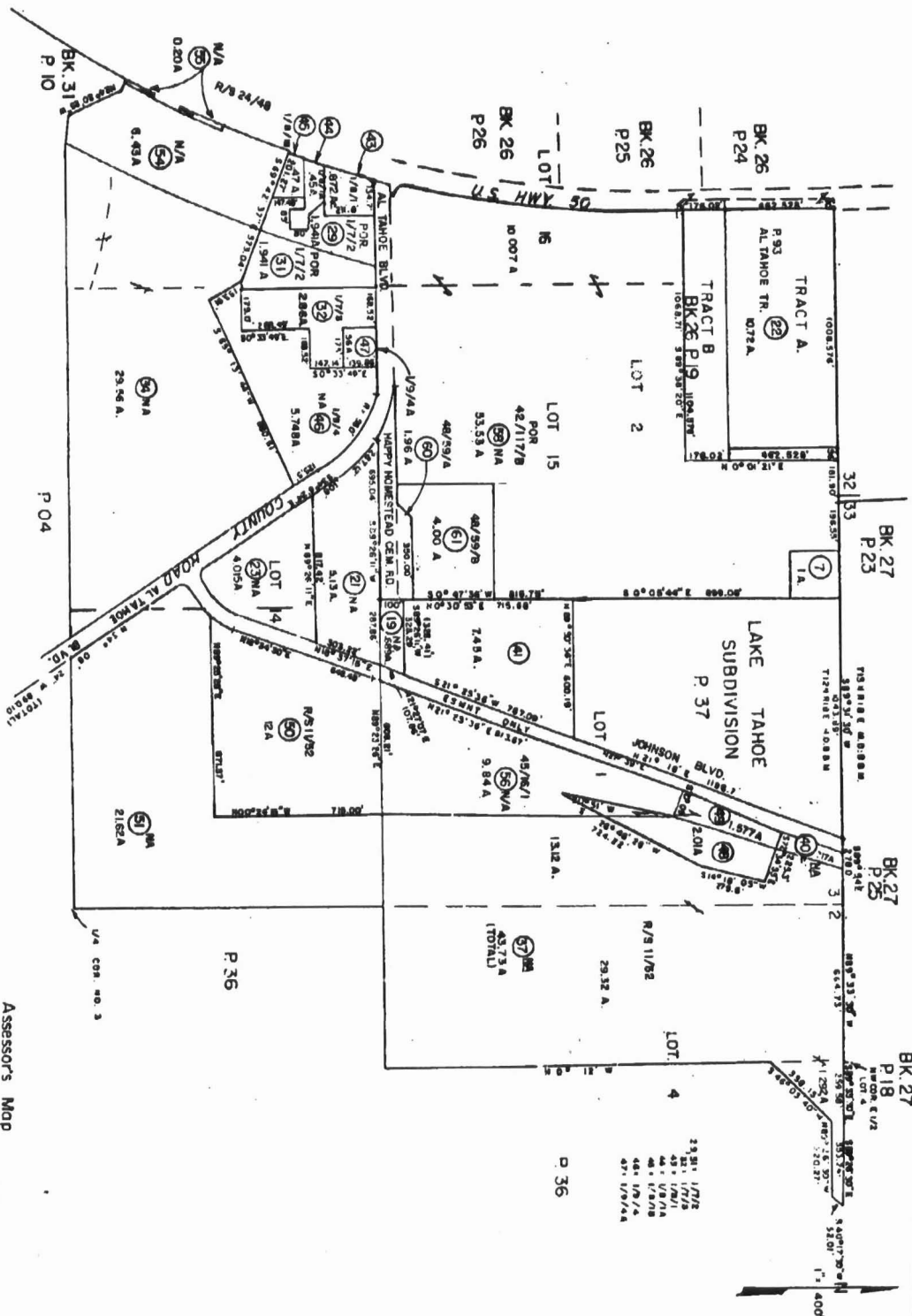
Together with an easement from utility purposes six feet in width, the centerline of which is described as follows: Beginning at a point on the West boundary of the above described lease area which bears North 5.50 feet from the Southwest corner thereof; thence from said point of beginning North 67°24'52"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

PORS SECS 2&3 T.12N.R.18E.M.D.M.

2501



[illegible]

On this _____ day of _____, 20____, 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 Cellco 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 Cellco 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.

Print or Type Name: _____
 Notary Public in and for the State of AZ, residing at _____
 My appointment expires: _____

State of _____)
) ss.
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)