

ASSIGNMENT

DATE 11-8-06

Contract # 355-09911

ATTORNEY RC-5 CONTRACT ROUTING SHEET

DEPT/INDEX NO. 141800
Date Prepared: 11/6/06

Need Date: 11/13/06

BY: RC PROCESSING DEPARTMENT:

Department: General Services
Dept. Contact: Deb Lane/Richard Collier
Phone #: 59336051
Department: [Signature]
Head 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: RC Smith
Approved: X Disapproved: Date: 11-16-06 By: RC Smith

Prov. App.

Self 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: ✓ Disapproved: Date: 11/17/06 By: J Costello
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 12th day of December, 2006 by and between the County of El Dorado, a political subdivision of the State of California ("County"), and Celco 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: *James R. Sweeney*

Name: **JAMES R. SWEENEY**

Title: CHAIRMAN

Date: 12-12-06

VERIZON WIRELESS:

Cellco Partnership
d/b/a Verizon Wireless

By: *Keith A. Surratt*

Name: Keith A. Surratt

Title: West Area Vice President - Network

Date: 9/28/07

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By: *Cynthia Johnson*

DEPUTY

Exhibit B

2 ENLARGED SITE PLAN
SCALE: 1/4" = 1'-0"

1 OVERALL SITE PLAN
SCALE: 1" = 30'-0"

Phosphoric
A -
A -
A -
A -
A -
A -
Polyester Glycol
Dowon Dy, var
Chevrolet Dy, var
Saddle soaming
Date of 7/29/80
Jab Mo, var

EQUIPMENT LAYOUT PLAN

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR CONCLUSIONS OF THE NATIONAL BUREAU OF STANDARDS, AND IT IS NOT TO BE USED TO SUPPORT OR OPPOSE ANY POLICY, PROGRAM, OR ACTION. THIS DOCUMENT IS THE PROPERTY OF THE NATIONAL BUREAU OF STANDARDS AND IS LOANED TO YOUR AGENCY; IT AND ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE YOUR AGENCY.

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)

CERTIFIED



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2008-0024705-00

Thursday, MAY 22, 2008 14:19:22

Ttl Pd \$0.00

Nbr-0001087532

LJP/C1/1-6

(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 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 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: *James R. Sweeney*

Name: JAMES R. SWEENEY

Title: Chairman

Date: 12-12-06

VERIZON WIRELESS:

Cellco Partnership
d/b/a Verizon Wireless

By: *Keith A. Surratt*

Name: Keith A. Surratt

Title: West Area Vice President - Network

Date: 9/28/07

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By: *Cynthia Johnson*

DEPUTY

www.mhfi.mh.gov, 800.888.2910

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:

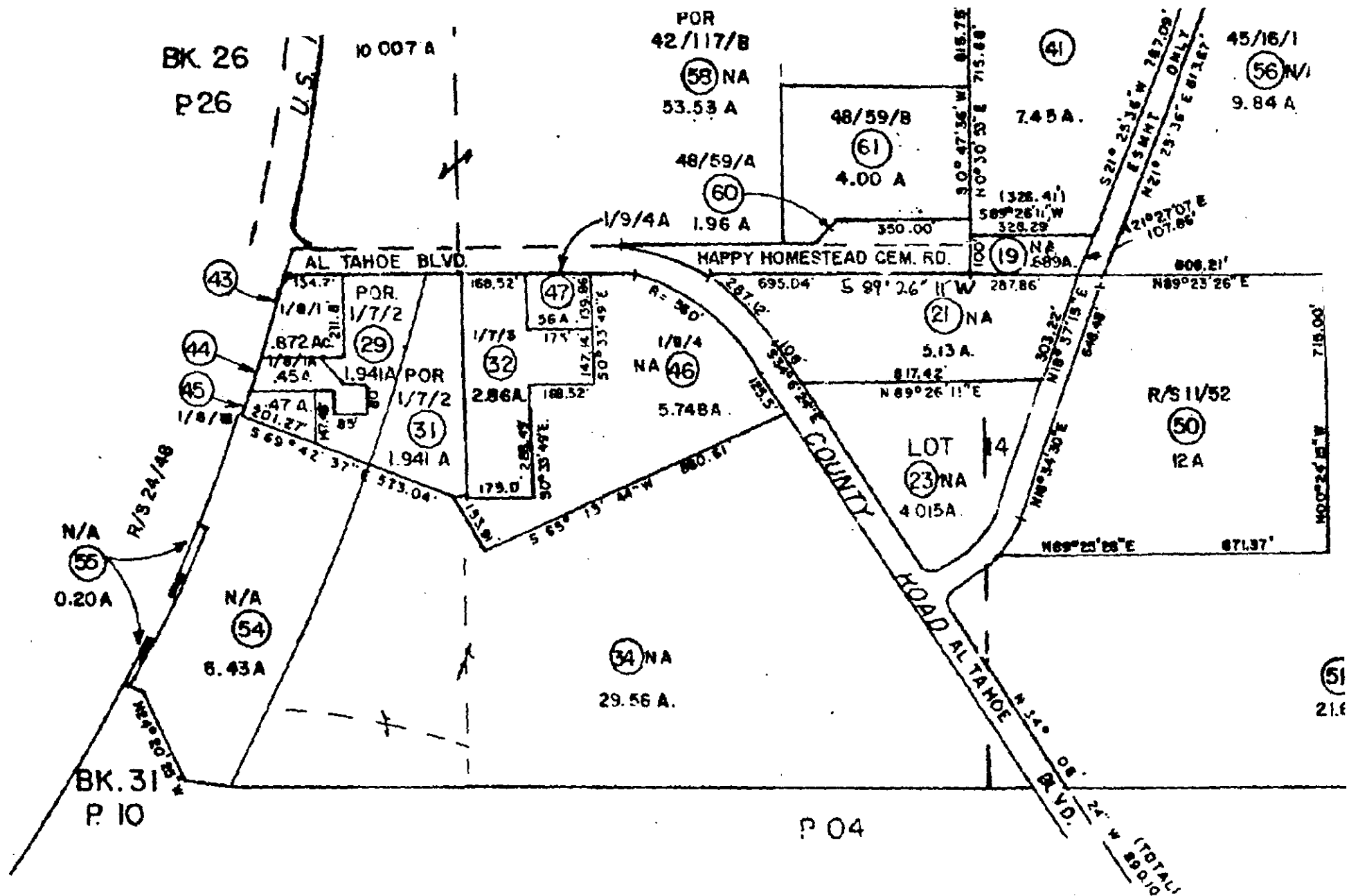
Commencing at the corner common to Lot 1, 2 and 14 of said section 3: thence South 39°26'11" West 112.41 feet and South 0°33'49" East 22.65 feet to the True Point of Beginning; thence from sold point of beginning South 11.00 feet; thence West 27.00 feet; thence East 27.00 feet to the point of beginning.

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.

Exhibit B



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 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.

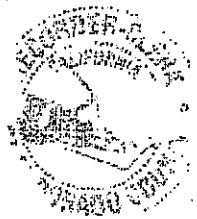
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



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
record if it bears the seal, imprinted
in purple ink, of the recorder

SEP 24 2008



William E. Surratt, RECORDER-CLERK,
EL DORADO COUNTY, CALIFORNIA