

# CONTRACT ROUTING SHEET

### PROCESSING DEPARTMENT:

Department: SHERIFF  
 Dept. Contact: Nancy Egbert  
 Phone #: 621-5479  
 Department Head  
 Signature: Nancy R. Egbert

### CONTRACTOR:

Name: Mountain Cellular  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

### CONTRACTING DEPARTMENT: SHERIFF

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
 Compliance verified by: \_\_\_\_\_

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

Approved:  Disapproved: \_\_\_\_\_ Date: 11/15/04 By: Lush Beck  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
 2004 NOV 10 AM 11:29

*Subject to receiving certificates of insurance from Verizon*

TR  
 11-10-04  
 P.B.  
 INDEX NO. 271112  
 ASSIGNMENT

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

Approved:  Disapproved: \_\_\_\_\_ Date: 11/15/04 By: Sandy Green  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

*Approval pending Risk approval of insurance certificates. (not yet obtained by Dept.) Sheriff's Office to advise BOS that BOS approval to be subject to Risk review of these.*

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

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made as of 11-30, 2004 (the "Effective Date"), between **El Dorado Cellular**, a California corporation, dba Mountain Cellular ("Assignor"), and **Celco Partnership**, a Delaware general partnership, dba Verizon Wireless ("Assignee").

### RECITALS

The parties enter into this Assignment and Assumption Agreement on the basis of the following facts, understandings, and intentions.

A. This Assignment and Assumption Agreement is entered into with reference to that certain Facility Use Agreement #355-09911 dated November 2, 1999, by and between County of El Dorado, a political subdivision of the State of California, and El Dorado Cellular, a California corporation, dba Mountain Cellular (the "Agreement").

B. Assignor desires to grant, convey, transfer, and assign its right, title, and interest in, to, and under the Agreement to Assignee, and Assignee desires to accept that assignment on, and subject to, all of the terms and conditions in this Assignment and Assumption Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows.

### AGREEMENT

1. **Assignment.** Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in, to, and under the Agreement effective on and as of the Effective Date.
2. **Assumption.** Assignee hereby accepts such assignment and transfer and accepts and agrees to be bound by all of the terms and conditions of the Agreement, and covenants and agrees to perform all of the duties and obligations of Assignor thereunder, which arise and relate to the period on and after the Effective Date.
3. **Indemnity of Assignor.** From and after the Effective Date, Assignor will reimburse, indemnify, and hold harmless Assignee, its partners and affiliates, and its and their respective directors, officers, agents, employees, successors, and assigns (each, an "Indemnified Assignee Party") against and in respect of any and all damages, losses, deficiencies, liabilities, assessments, fines, judgments, costs, and other expenses (including, without limitation, reasonable legal fees and expenses) incurred or suffered by any Indemnified Assignee Party that result from, relate to, or arise out of the Agreement, on account of any fact or circumstance occurring or existing before the Effective Date.
4. **Indemnity of Assignee.** From and after the Effective Date, Assignee will reimburse, indemnify, and hold harmless Assignor, its partners and affiliates, and its and their

respective directors, officers, agents, employees, successors, and assigns (each, an "Indemnified Assignor Party") against and in respect of any and all damages, losses, deficiencies, liabilities, assessments, fines, judgments, costs, and other expenses (including, without limitation, reasonable legal fees and expenses) incurred or suffered by any Indemnified Assignor Party that result from, relate to, or arise out of the Agreement, on account of any fact or circumstance first occurring or first existing on or after the Effective Date.

5. **Counterparts.** This Assignment and Assumption Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each party has executed or caused its duly authorized representative to execute this Assignment and Assumption Agreement for and on its behalf as of the Effective Date.

**ASSIGNOR:**

El Dorado Cellular,  
a California corporation,  
dba Mountain Cellular

ATTEST: CINDY KECK, Clerk  
of the Board of Supervisors

BY *Cynthia Johnson*  
DEPUTY 11-30-04

By: *[Signature]*  
Name: **RUSTY DUPRAY** 11-30-04  
Title: *Chairman, Board of Supervisors*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

Cellco Partnership,  
a Delaware general partnership,  
dba Verizon Wireless

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

508110.1

# WALLER LANSDEN DORTCH & DAVIS, PLLC

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Richard L. Pensinger  
(615) 850-8726  
rpensinger@wallerlaw.com

December 8, 2004

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

El Dorado County General Services Dept.  
360 Fair Lane  
Placerville, California 95667  
Attn: Director General Services

- Re: A. Facility Use Agreement #355-0991 dated November 2, 1999, by and between County of El Dorado ("County") and El Dorado Cellular d/b/a Mountain Cellular ("Mountain Cellular"), concerning property located at 1360 Johnson Blvd., South Lake Tahoe, California ("County Tower SLT" Site)
- B. Facility Use Agreement #498-0411 dated May 1, 2003, by and between County and Mountain Cellular, concerning property located at 300 Fair Lane, Placerville, California ("Placerville Sheriff's Department" Site)

Dear Sir or Madam:

This firm represents Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless ("Verizon Wireless") in connection with the above-referenced Facility Use Agreements (collectively, the "Agreements"). We write to inform you that Verizon Wireless has acquired substantially all of the assets of Mountain Cellular, including the Agreements. The Agreements have been assigned by Mountain Cellular to Verizon Wireless, pursuant to two (2) Assignment and Assumption Agreements dated as of December 1, 2004, copies of which are enclosed for your reference.

All future notices and other correspondence related to the Agreements should be sent directly to:

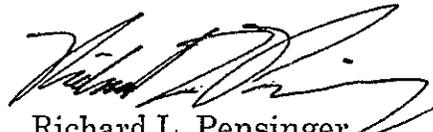
WALLER LANSDEN DORTCH & DAVIS  
A PROFESSIONAL LIMITED LIABILITY COMPANY

December 8, 2004  
Page 2

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

Should you have any questions regarding the foregoing, please feel free to contact me.

Very truly yours,



Richard L. Pensinger

615 850-8726

Enclosures

cc: Ms. Barbara Ehmann (via first class mail)  
Gerald Edgar, Esq. (via first class mail)  
Matthew T. Harris, Esq.

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**RECITALS**

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B. Assignor desires to grant, convey, transfer, and assign its right, title, and interest in, to, and under the Agreement to Assignee, and Assignee desires to accept that assignment on, and subject to, all of the terms and conditions in this Assignment and Assumption Agreement.

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**ASSIGNOR:**

El Dorado Cellular,  
a California corporation,  
dba Mountain Cellular.

By: \_\_\_\_\_  
Harry H. Baker  
Its President

**ASSIGNEE:**

Cellco Partnership,  
a Delaware general partnership,  
dba Verizon Wireless

By: Margaret Feldman  
Name: Margaret Feldman  
Title: VP Business Development