

Second AMENDMENT TO PERMIT AGREEMENT No. 5185

This Second Amendment to Permit Agreement ("Second Amendment"), dated as of the last signature date below ("Effective Date"), is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Permitter"), and GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, DBA VERIZON WIRELESS BY CELLCO PARTNERSHIP, ITS GENERAL PARTNER ("Verizon" or "Permittee").

Recitals

- A. As authorized by San Mateo County Resolution No. 71225, County and Permittee, entered into a Permit Agreement dated for reference purposes only as of January 25, 2011 ("Permit") for use of a portion of the Tower Road Complex located in San Mateo, California, consisting of an equipment building and space on County's water tower (collectively, the "Premises") for the installation, construction, operation, and maintenance of a communications facility.
- B. As authorized by San Mateo County Resolution No. 65416 County and Permittee entered into a First Amendment to Permit Agreement dated for reference purposes only as of August 1, 2014 (the "First Amendment"), which First Amendment amended the Permit to authorize the installation of additional equipment and increased the rent due under the Agreement. The Permit, as amended by the First Amendment, is hereinafter collectively referred to as the "Agreement".
- C. County and Permittee desire to further amend the Agreement to extend the term of the Agreement through August 31, 2026, provide two additional options to extend the term, and increase the Base Permit Fee accordingly.

Agreement

For good and valuable consideration as set forth below, the sufficiency of which is hereby acknowledged, the parties agree to amend and modify the Agreement as follows:

- 1. **Defined Terms.** Any capitalized terms used in this Second Amendment that are not defined herein shall have the meanings given those terms in the Agreement.
- 2. **Term.** Notwithstanding any other references to the Term in the Agreement, and subject to the Permittee's Additional Extension Term(s) set forth below in Section 3 of this Second Amendment, the Term of the Agreement is hereby extended to August 31, 2026.
- 3. **Option to Extend Term.** Permittee shall have the right to further extend the Term for two periods of five (5) years each (each, an "Additional Extension Term") beyond August 31, 2026. Permittee, at its sole discretion, may exercise its option to extend the Term for an Additional Extension Term, if at all, only by giving written notice to Permitter at least one hundred eighty (180) days prior to expiration of the then-current Term or Additional Extension Term, as applicable.

4. **Base Permit Fee.** Commencing on September 1, 2021, the monthly Base Permit Fee shall be Four-Thousand-Five Hundred and 00/100 Dollars (\$4,500.00), which Base Permit Fee shall be in effect through August 31, 2022, partial months to be prorated. Notwithstanding anything to the contrary contained in the Agreement, starting on September 1, 2022 and on each succeeding September 1st thereafter during the Term, as extended herein, and the Additional Extension Term(s), the Base Permit Fee shall be subject to annual adjustment of 3% over the previous year's Base Permit Fee.
5. **Effective Date; Approval.** This Second Amendment shall become effective on the Effective Date. Permittee acknowledges that Permitter will execute the Second Amendment when the County Board of Supervisors adopts a resolution authorizing the execution of this Second Amendment and the Second Amendment is duly executed by the County and delivered to the Permittee.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECOND AMENDMENT, PERMITTEE ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT COUNTY HERETO UNLESS AND UNTIL THE COUNTY BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF PERMITTEE AND PERMITTOR PURSUANT TO THIS SECOND AMENDMENT ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS SECOND AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS SECOND AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.

6. **Counterparts.** This Second Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
7. **No Further Amendments; Conflicts.** All the terms and conditions of the Agreement as amended, remain in full force and effect except as expressly provided in this Second Amendment. The Agreement, as amended herein, constitutes the entire agreement between Permitter and Permittee regarding the Premises and may not be modified except by an instrument in writing duly executed by the Permitter and Permittee. In the event of any conflict between the terms of the Agreement, and the terms of this Second Amendment, the terms of this Second Amendment shall control. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.

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County and Permittee have executed this Second Amendment to Permit Agreement as of the date of full execution below.

PERMITTEE:

GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership, dba Verizon Wireless

BY Cellco Partnership, its General Partner

By: Scott Stewart

Name: Scott Stewart

Title Director Network

Date: 1/7/22

COUNTY:

COUNTY OF SAN MATEO, a political subdivision of the State of California

By: _____
Don Horsley, President
Board of Supervisors

Date: _____

Attest:

Clerk of the Board

Resolution No.: _____