

**SECOND AMENDMENT TO PERMIT AGREEMENT**  
**No. 5193**

This Second Amendment to Permit Agreement ("Second Amendment"), dated for reference purposes only as of June 22, 2017, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Permitter"), and NEW CINGULAR WIRELESS PCS LLC., a Delaware limited liability company ("Permittee").

**Recitals**

A. As authorized by San Mateo County Resolution No. 70283, County and Permittee entered into a Permit Agreement dated for reference purposes only as of July 1, 2009 (collectively with all executed amendments, the "Agreement") for use of an equipment building and space on County's water tower on a portion of the Tower Road Complex located in San Mateo, California, as more particularly described in such Agreement (collectively, the "Premises") for the installation, construction, operation, and maintenance of a communications facility.

B. As authorized by San Mateo County Resolution No. 71317, County and Permittee entered into a First Amendment to Permit Agreement dated for reference purposes only as of March 29, 2011 (the "First Amendment") to authorize Permittee to install additional equipment on the Premises and increase the Base Permit Fee accordingly.

C. County and Permittee desire to amend the Agreement to extend the term, provide an option 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. **Term**. Notwithstanding any other references to the term in the Agreement, and subject to the Permittee's Extension Option as set forth below in Section 2, the term ("Term") of the Agreement is hereby extended to July 31, 2024.
2. **Option to Extend Term**. Permittee shall have the right to further extend the Term for one period of five (5) years beyond July 31, 2024 ("Extension Option"). If Permittee is not then in material default under the terms of the Agreement, Permittee, at its sole discretion, may exercise the Extension Option, if at all, only by giving written notice to Permitter no later than October 31, 2023.
3. **Base Permit Fee**. Commencing on August 1, 2019, the monthly Base Permit Fee shall increase to Five Thousand Six Hundred Seven and 92/100 Dollars (\$5,607.92), which Base Permit Fee shall be in effect through July 31, 2020. For the period prior to August 1, 2019, the Base Permit Fee shall be calculated in accordance with the First Amendment.

4. **Adjustments to Base Permit Fee.** Notwithstanding Section 7.C. (Base Permit Fee Adjustment) of the Agreement, beginning on August 1, 2020, and on the 1<sup>st</sup> day of August of each successive year of the Term of the Agreement, the monthly Base Permit Fee shall be adjusted to equal one hundred three percent (103%) of the monthly Base Permit Fee for the immediately preceding permit year.
5. **Effective Date; Approval.** This Second Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Second Amendment and the Second Amendment is duly executed and delivered by Permittee and Permitter. 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 remain in full force and effect except as expressly provided in this Second Amendment. The Agreement 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.

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County and Permittee have executed this Second Amendment to Permit Agreement as of the date first written above.

**PERMITTEE:**

NEW CINGULAR WIRELESS PCS LLC,  
a Delaware Limited Liability Company

By: AT&T Mobility Corporation  
Its: Manager

By:  -8-25-17  
\_\_\_\_\_  
Michael Guibord  
Title: \_\_\_\_\_ Director \_\_\_\_\_  
Construction & Engineering

**COUNTY:**

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

By: \_\_\_\_\_  
Don Horsley  
President, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board

Resolution No.: \_\_\_\_\_