

THIRD AMENDMENT TO PERMIT AGREEMENT No. 5189

This Third Amendment to Permit Agreement ("Amendment"), dated for reference purposes only as of July 16, 2015, 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. 70639, County and Permittee entered into a Permit Agreement dated for reference purposes as of February 23, 2010 (the "Permit") for use of a portion of the Half Moon Bay Airport located at 9850 Cabrillo Highway North, Half Moon Bay, California, consisting of outdoor communications equipment and space on County's existing antenna tower (collectively, the "Premises") for the installation, construction, operation, and maintenance of a communications facility.

B. As authorized by San Mateo County Resolution No. 71025, County and Permittee entered into a First Amendment to Permit Agreement dated for reference purposes as of September 14, 2010 (the "First Amendment") which First Amendment authorized the replacement and installation of equipment and increased the Base Permit Fee.

C. As authorized by Resolution No. 65416, County and Permittee entered into a Second Amendment to Permit Agreement dated for reference purposes as of November 1, 2013 (the "Second Amendment") which Second Amendment authorized the Permittee to install additional equipment and increased the Base Permit Fee.

D. County and Permittee desire to further amend the Permit to authorize Permittee to install additional equipment and increase the Base Permit Fee.

Agreement

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Use.** Section 4 (Use) is hereby amended to authorize expressly the replacement of two of Permittee's antennas, the installation of two (2) new RRU-32s near antennas, and the installation of a new AISG cable.

All work shall be performed in accordance with Section 3 (Improvements and Installations) and Exhibit E (Airport Construction Requirements) of the Permit; provided, however, that Permitter shall be deemed to have approved the work described above pursuant to this Amendment.

2. **Base Permit Fee.** Any references to the Base Permit Fee of the Permit notwithstanding; effective September 1, 2015, the Base Permit Fee shall increase by \$403.18 per month to \$4,286.22, which rate shall be subject to

annual adjustment in accordance with Section 7C. (Base Permit Fee Adjustment) of the Permit.

3. **Processing Fee.** Upon execution of this Amendment, Permittee shall pay to Permitter as an additional charge a one-time processing fee of \$1,500.00 to cover Permitter's costs associated with documentation preparation and any technical or operational analysis of this Amendment to assure complete compatibility of Permitter's operations at the Property.
4. **Effective Date; Approval.** This Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Amendment, and this Amendment is duly executed by the County and delivered to Permittee.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, PERMITTOR 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 AMENDMENT TO THE PERMIT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS AMENDMENT. APPROVAL OF THIS 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.

5. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
6. **No Further Amendments; Conflicts.** All the terms and conditions of the Permit remain in full force and effect except as expressly amended herein. The Permit as amended by this Amendment constitutes the entire agreement between County and Permittee and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Permit and the terms of this Amendment, the terms of this Amendment shall control.

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County and Permittee have executed this Third 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: 

Title: Michael Guibord
Director
Construction & Engineering
10/5/2015

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

By: _____
Carole Groom
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____