

THIRD AMENDMENT TO LICENSE AGREEMENT

This Third Amendment (the “**Third Amendment**”) to that certain License Agreement dated January 1, 1999, by and between Watson Communication Systems, Inc. and County of Contra Costa (the “**License**”), as amended by that First Amendment to License Agreement dated April 30, 2010, as amended by that certain Second Amendment to License Agreement dated April 20, 2018, (collectively, the “**Agreement**”) is made and entered into as of the latter signature date hereof, by and between American Towers LLC, a Delaware limited liability company, as successor-in-interest to Watson Communication System, Inc. under the Agreement (the “**Licensor**”) and County of Contra Costa, a political subdivision of the State of California (the “**County**”) (collectively, the “**Parties**”).

RECITALS

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at Off of Bollinger Canyon Road, CASTRO VALLEY, CA 94552-9523 more commonly known to Licensor as the ROCKY RIDGE REBUILD CA tower site (the “**Site**”); and

WHEREAS, Licensor and County entered into the Agreement for the use of a certain portion of the Site; and

WHEREAS, County desires to modify its equipment at the Site (“**Modified Equipment**”); and

WHEREAS, the Parties agree that as consideration for County’s Modified Equipment, the current monthly Fee payable under the Agreement shall be increased as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensor and County agree and acknowledge that County shall modify its equipment for a final installed configuration pursuant to Exhibit C-3.
- 2) Licensor and County agree and acknowledge that Exhibit C-2 to the Agreement is hereby deleted in its entirety as of the date this Third Amendment is fully executed and shall be replaced with Exhibit C-3 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between Exhibit C-3 and County’s equipment information set forth in the Agreement Exhibit C-3 shall control.
- 3) Effective upon the earlier to occur of: i) the issue date of the NTP by Licensor; or ii) January 10, 2024, (“**Commencement Date**”), the License Fee shall be increased by Five Hundred Eighty-Seven and 40/100 Dollars (\$587.40) per month (“**Increased Fee**”). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

- 4) Notwithstanding anything to the contrary in the Agreement, the offer to County expressed in this Third Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Site completed after the execution of this Third Amendment by Licensor but before the Commencement Date of the installation of County's Modified Equipment indicates that the Site is not suitable for County's Modified Equipment unless Licensor and County mutually agree that structural modifications or repairs shall be made to the Site on mutually agreeable terms.
- 5) Licensor and Licensee agree and acknowledge that this Agreement is contingent upon the ground lessor's consent.
- 6) Licensor and County agree and acknowledge that all future payments of the Fee shall be made to the Licensor at the following remittance address:

American Tower Corporation
29637 Network Place
Chicago IL 60673-1296
- 7) The Parties agree that (i) a digital or electronic signature on this Third Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of this Third Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this Third Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this Third Amendment first be proven.
- 8) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 9) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have set their hands to this Third Amendment to that certain License Agreement as of the day and year written below:

LICENSOR:
American Towers LLC, a Delaware limited liability company

COUNTY:
County of Contra Costa, a political subdivision of the State of California

By: _____

By: _____

Name: _____

Name: Brian M. Balbas

Title: _____

Title: Director of Public Works

Date: _____

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham

Principal Real Property Agent

By: _____
Margaret J. Eychner
Senior Real Property Agent

Exhibit C-3						
Customer Name: CONTRA COSTA COUNTY		ATC Asset Name: ROCKY RIDGE REBUILD CA			ATC Asset #: 281733	
Customer Site Name: Rocky Ridge				Customer Site #: N/A		
GROUND SPACE REQUIREMENTS						
Total Lease Area Sq.Ft: 48.00	Primary Contiguous Lease Area	L: 2.00'	W: 12.00'	H: 8.00'	Sq.Ft: 24.00	
	Outside Primary Lease Area	N/A	N/A	N/A	Sq.Ft: 24.00	
	Concrete Pad	2.00'	12.00'	8.00'	24.00	
BACKUP POWER REQUIREMENTS						
Generator: N/A	Fuel Tank Size (gal): N/A		Fuel Type: N/A		Fuel Tank Setback (radius): N/A	
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: TX/RX	Quantity: 1.0		TX Power (watts): 22.5 db		ERP Power (watts): 66.8 db	
EQUIPMENT SPECIFICATIONS						
Type	DISH-HP	DIPOLE	OMNI	OMNI	OMNI	OMNI
Manufacturer	Generic	Generic	Generic	Generic	Generic	Generic
Model #	4' HP Dish	8' Dipole	4' Omni	11' Omni	4' Omni	11' Omni
Dimensions HxWxD	4' x 4' x -'	96" x 3" x 3"	48" x 3" x 3"	132" x 3" x 3"	48" x 3" x 3"	132" x 3" x 3"
Weight (lbs.)	170.0	25.0	10.0	40.0	10.0	40.0
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	186.0'	180.0'	180.0'	180.0'	180.0'	120.0'
Tip Height	188.0'	184.0'	182.0'	185.5'	182.0'	125.5'
Base Height	184.0'	176.0'	178.0'	174.5'	178.0'	114.5'
Mount Type	Leg	Leg	Leg	Leg	Leg	Leg
Quantity	1	1	1	1	1	2
Azimuths/Dir. of Radiation	N/A	N/A	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	N/A	N/A	N/A	N/A	N/A	N/A
TX/RX Frequency Units	GHz	MHz	MHz	MHz	MHz	MHz
TX Frequency	11	N/A	N/A	N/A	N/A	42-54
RX Frequency	11	138-174	763-869	42-54	406-512	N/A
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	39	N/A	.1	8	.1	8
Total # of Lines	1	1	1	1	1	1
Individual Line Configuration	Qty: 1 Type: Elliptical Diameter: EW63 Azimuth/Sector:	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector:	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector:	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector:	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector:	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector:
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A

EQUIPMENT SPECIFICATIONS

Type	DIPOLE	OMNI	OMNI	DISH-HP	DISH-HP	DISH-HP
Manufacturer	Generic	Generic	Generic	Commscope	Generic	Generic
Model #	8' Dipole	4' Omni	4' Omni	SHPX3-11W/B	6' HP Dish	6' HP Dish
Dimensions HxWxD	96" x 3" x 3"	48" x 3" x 3"	48" x 3" x 3"	3.24' x -' x -'	6' x 6' x -'	6' x 6' x -'
Weight (lbs.)	25.0	10.0	10.0	191.8	281.0	281.0
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	60.0'	60.0'	60.0'	45.0'	36.0'	25.0'
Tip Height	64.0'	62.0'	62.0'	46.6'	39.0'	28.0'
Base Height	56.0'	58.0'	58.0'	43.4'	33.0'	22.0'
Mount Type	Leg	Leg	Leg	Pole Mount	Leg	Leg
Quantity	2	1	1	1	1	1
Azimuths/Dir. of Radiation	N/A	N/A	N/A	145.4	N/A	N/A
Quant. Per Azimuth/Sector	N/A	N/A	N/A	1	N/A	N/A
TX/RX Frequency Units	MHz	MHz	MHz	GHz	GHz	GHz
TX Frequency	138-174	406-512	763-869	10.995	6	6
RX Frequency	N/A	N/A	N/A	11.485	6	6
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	N/A	.1	.1	N/A	41	41
Total # of Lines	1	1	1	N/A	1	1
Individual Line Configuration	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector:	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector:	Qty: 1 Type: Coax Diameter: 7/8" Coax Azimuth/Sector:	N/A	Qty: 1 Type: Elliptical Diameter: EW90 Azimuth/Sector:	Qty: 1 Type: Elliptical Diameter: EW90 Azimuth/Sector:
Conduit Configuration	N/A	N/A	N/A	N/A	N/A	N/A