

## TOLLING AGREEMENT

This Tolling Agreement (“Agreement”), dated as of June 6, 2025, is made and entered into by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility (“AT&T”) and the County of Contra Costa (“County”).

### RECITALS

A. On December 23, 2024, AT&T filed an application with the County for a permit to authorize AT&T to construct wireless telecommunications facilities in the public right-of-way located at 5707 Highland Road, San Ramon CA 94583 (County File CDLP24-02033) (the “Application”). The County has determined that the Application is complete.

B. The Federal Telecommunications Act of 1996, 47 U.S.C. § 332(c)(7)(B)(ii), requires the County to take final action on AT&T’s application “within a reasonable period of time.” Federal Communications Commission rules and regulations prescribe that a time period of 150 days, accounting for valid tolling, is considered a reasonable period of time for the County to act on the applications. 47 C.F.R. § 1.6003(c)(iv). This shot clock may be tolled by the locality by issuing a valid written incomplete notice within 30 days after submittal. 47 C.F.R. § 1.6003(d)(2)(iii). The shot clock also may be extended by mutual agreement. 47 C.F.R. § 1.6003(d); Cal Gov. Code § 65964.1(a)(1).

C. In order to allow the County to act on the Application in an orderly manner, without either party risking the loss of important rights, the parties wish to enter into a tolling agreement.

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that the time period within which the County Zoning Administrator may act on the Application, and within which the County Planning Commission may act on any appeal of the Application, under both California and federal law, shall be extended through July 18, 2025, and that no limitations period under California or federal law for any claim by AT&T of unreasonable or unlawful delay in processing the Application shall commence to run before July 18, 2025.

2. If the County Zoning Administrator has not acted on the Application, and if the County Planning Commission has not acted on any appeal of the County Zoning Administrator’s determinations, by July 18, 2025, this Agreement shall not be construed as an admission by the County that such failure to act is unreasonable or unlawful, nor shall it be construed to waive or otherwise impair the rights of AT&T with respect to any such claim. In addition, this Agreement shall not be construed to waive any claims by the County regarding the validity or applicability of the requirements and deadlines established in the Ruling.

3. This Agreement may be executed in counterparts and facsimile, each of which shall be deemed an original. The individuals whose signatures appear below on behalf of each

party are authorized to execute this Agreement on behalf of the respective parties, and to bind them to the terms thereof.

**COUNTY OF CONTRA COSTA**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_ John Kopchik \_\_\_\_\_

Title: Director, Contra Costa County

Department of Conservation and Development

**NEW CINGULAR WIRELESS  
PCS, LLC  
d/b/a AT&T MOBILITY**

By: Vani Muller

Printed name: Vani Muller

Title: Assoc Dir AT&T