

## TOLLING AGREEMENT

This Tolling Agreement ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 ("Effective Date") by and between New Cingular Wireless PCS LLC, a Delaware limited liability company dba AT&T Mobility ("AT&T") and the County of Contra Costa, a political subdivision of the state of California ("County").

### RECITALS

A. On June 4, 2013, AT&T filed an application with the County for a use permit to authorize AT&T to construct a wireless telecommunications facility at the location of 15320 Marsh Creek Road, Clayton, County of Contra Costa, County Application No.: LP13-2069 ("Application"). The Application was deemed complete on December 3, 2013.

B. On November 18, 2009, the Federal Communications Commission (the "FCC") released a Declaratory Ruling clarifying Section 332(c)(7) of the Communications Act. *See In Re: Petition for Declaratory Ruling to Clarify; Provisions of Section 332(c)(7){B} to Ensure Timely Siting Review, Etc..* FCC 09-99 (FCC November 18, 2009) (the "Ruling"). The Ruling permits a wireless service provider whose application has been pending for a period of 90 days for collocation applications, and 150 days for all other applications, to seek judicial review within 30 days on the basis that a state or local permitting authority failed to act on the application within "a reasonable time." Ruling, ¶ 45. The Ruling further permits the period for review of an application to be extended by mutual consent. Ruling, ¶ 49. The parties disagree over whether the time to act under the FCC "shot clock" has passed.

C. In order to allow the County Zoning Administrator time to hear 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, under both California and federal law, shall be extended through **Wednesday, January 22, 2014**, (the "Extension Date"), 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 the Extension Date.
2. If the County Zoning Administrator has not acted on the Application by the Extension Date, 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, including AT&T right to file an "unreasonable delay" claim under 47 U.S.C. 332(c)(7)(B) within 30 days following the Extension Date. 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.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and caused this Agreement to be effective as of the Effective Date first written above.

SO AGREED:

New Cingular Wireless PCS LLC, a  
Delaware limited liability company dba  
AT&T Mobility

The County of Contra Costa, a political  
subdivision of the state of California

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_