

SECOND AMENDMENT TO LICENSE AGREEMENT

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

RECITALS

WHEREAS, Licensor owns a certain communications tower and leases 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 “**Tower Site**”); and

WHEREAS, the Parties entered into the Agreement for the use of a certain portion of the Tower Site; and

WHEREAS, Licensee desires to modify its equipment at the Tower Site; and

WHEREAS, the Parties agree to extend the term of the Agreement, among other things, all on the terms and conditions 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) The Parties agree and acknowledge that Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit C-2, (such configuration the “**Modified Equipment**”).
- 2) The Parties agree and acknowledge that Exhibit C-1 to the Agreement is hereby deleted in its entirety as of the date this Second Amendment is fully executed and is replaced with Exhibit C-2 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit C-2 and Licensee’s equipment information set forth in the Agreement, the Exhibit C-2 shall control.
- 3) The term of the Agreement shall be extended until December 31, 2022 (“**Extension Term**”).
- 4) Effective upon January 1, 2018, the **Monthly License Fee** shall be Five Thousand

Eight Hundred Seventy-Five and 00/100 Dollars (\$5,875.00) per month, and adjusted pursuant to the Annual Escalator, as set forth in section 6 of this Second Amendment. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

- 5) Immediately following the expiration of the Extension Term, there shall be three (3) additional periods of five (5) years each (each, a “**Renewal Term**”). The Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred twenty (120) days prior to the end of the then existing term.
- 6) Effective upon January 1, 2019, and each anniversary thereafter during the term, the Monthly License Fee shall be increased by three percent (3%) (“**Annual Escalator**”).
- 7) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 8) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

LICENSOR:
American Tower, L.P., a Delaware limited partnership

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

By: _____

By: _____

Name: _____

Name: Brian A. Balbas

Title: _____

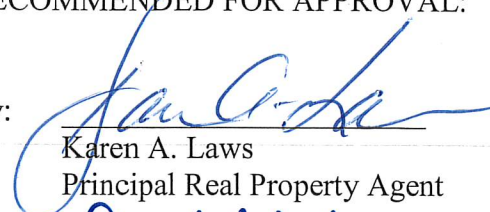
Title: Director of Public Works

Date: _____

Date: _____

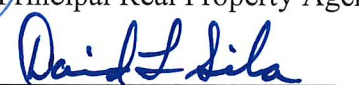
RECOMMENDED FOR APPROVAL:

By:



Karen A. Laws
Principal Real Property Agent

By:



David L. Silva
Supervisory Real Property Agent

Licensor Site Name/Number: ROCKY RIDGE REBUILD CA/281733
Licensor Contract Number: WE823906
Licensee Site Name/Number: N/A/N/A

EXHIBIT C-2

Exhibit C-2

Customer Name:
CONTRA COSTA COUNTY

ATC Asset Name:
ROCKY RIDGE REBUILD CA

ATC Asset #:
281733

Customer Site Name:
N/A

Customer Site #:
N/A

GROUND SPACE REQUIREMENTS

Total Lease Area Sq. Ft; 24.00'	<u>Primary Contiguous Lease Area</u>	L:2.00'	W:12.00'	H:8.00'	Sq. Ft; 24.00
	<u>Outside Primary Lease Area</u>	N/A	N/A	N/A	Sq. Ft; N/A

BACKUP POWER REQUIREMENTS

Generator: N/A Capacity(KW): 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: N/A Quantity: N/A TX Power(watts): N/A ERP(watts): N/A

ANTENNA 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	4.00' x 4.00' x .1'	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'
Antenna Tip Height	188.0'	184.0'	182.0'	185.5'	182.0'	125.5'
Antenna 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	406-512	42-54	763-869	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
Line Quant. Per Azimuth/Sector	N/A	N/A	N/A	N/A	N/A	N/A
Line Type	Elliptical	Coax	Coax	Coax	Coax	Coax
Line Diameter Size	EW63	7/8" Coax	7/8" Coax	7/8" Coax	7/8" Coax	7/8" Coax
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

ANTENNA EQUIPMENT SPECIFICATIONS

Type	DIPOLE	OMNI	OMNI	DISH-HP	DISH-HP	N/A
Manufacturer	Generic	Generic	Generic	Generic	Generic	N/A
Model #	8' Dipole	4' Omni	4' Omni	6' HP Dish	6' HP Dish	N/A
Dimensions HxWxD	96" x 3" x 3"	48" x 3" x 3"	48" x 3" x 3"	6.00' x 6.00' x -1	6.00' x 6.00' x -1	N/A
Weight(lbs.)	25.0	10.0	10.0	281.0	281.0	N/A
Location	Tower	Tower	Tower	Tower	Tower	N/A
RAD Center AGL	60.0'	60.0'	60.0'	36.0'	25.0'	N/A
Antenna Tip Height	64.0'	62.0'	62.0'	39.0'	28.0'	N/A
Antenna Base Height	56.0'	58.0'	58.0'	33.0'	22.0'	N/A
Mount Type	Leg	Leg	Leg	Leg	Leg	N/A
Quantity	2	1	1	1	1	N/A
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	MHz	MHz	MHz	GHz	GHz	N/A
TX Frequency	138-174	406-512	763-869	6	6	N/A
RX Frequency	N/A	N/A	N/A	6	6	N/A
Using Unlicensed Frequencies?	No	No	No	No	No	N/A
Antenna Gain	N/A	.1	.1	41	41	N/A
Total # of Lines	1	1	1	1	1	N/A
Line Quant. Per Azimuth/Sector	N/A	N/A	N/A	N/A	N/A	N/A
Line Type	Coax	Coax	Coax	Elliptical	Elliptical	N/A
Line Diameter Size	7/8" Coax	7/8" Coax	7/8" Coax	EW90	EW90	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

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