

## TOLLING AGREEMENT

This Tolling Agreement ("Agreement"), dated as of March 11, 2019, is made and entered into by and between CCATT LLC ("Crown") and the County of Contra Costa ("County").

### RECITALS

- A. On June 15, 2018, Crown filed an application with the County for the renewal of a conditional use permit related to wireless telecommunications facilities located at 4068 San Pablo Dam Rd., El Sobrante CA 94803 (LP18-2018) (the "Application"). The County has determined that the Application is complete.
- 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.
- 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 Zoning Administrator may act on the Application, and within which the Planning Commission may act on any appeal of the Application, under both California and federal law, shall be extended through April 21, 2019, and that no limitations period under California or federal law for any claim by Crown of unreasonable or unlawful delay in processing the Applications shall commence to run before April 21, 2019.
2. If the Zoning Administrator has not acted on the Application, and if the Planning Commission has not acted on any appeal of the Zoning Administrator's determinations, by April 21, 2019, 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 Crown with respect to any such claim. In addition, this Agreement shall not be construed to waive any claims by the County Tolling Agreement.

regarding the validity or applicability of the requirements and deadlines established in the Ruling.

3. This Agreement shall not toll any time frame or waive any rights for any other application than the Application.

4. 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: \_\_\_\_\_

Title: \_\_\_\_\_

**CCATT LLC**

By: Sabrina Hunter

Printed name: Sabinnathunter

Title: District Manager