

THIRD AMENDMENT TO PERMIT AGREEMENT
Permit No. 5185

This Third Amendment to Permit Agreement ("Amendment"), dated for reference purposes only as of _____, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Permitter"), and GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, DBA VERIZON WIRELESS BY CELLCO PARTNERSHIP, ITS GENERAL PARTNER ("Verizon" or "Permittee").

Recitals

A. As authorized by San Mateo County Resolution No. 55262, County and Permittee entered into a Permit Agreement dated for reference purposes as of July 23, 1991 (the "Agreement") for use of a portion of the Tower Road Complex located in San Mateo, California, consisting of an equipment building and space on County's water tower (collectively, the "Premises") for the installation, construction, operation, and maintenance of a communications facility.

B. As authorized by San Mateo County Resolution No. 60016, County and Permittee entered into the First Amendment to Permit Agreement dated for reference purposes as of February 13, 1996 (the "First Amendment"), which First Amendment authorized the installation of additional equipment and increased the rent due under the Agreement. As authorized by San Mateo County Resolution No. 63929, County and Permittee entered into the Second Amendment to Permit Agreement dated for reference purposes as of September 12, 2000 (the "Second Amendment"), which Second Amendment authorized the installation of additional equipment, increased the rent due under the Agreement and extended the term of the Agreement. The Agreement, the First Amendment and the Second Amendment are hereinafter collectively referred to as the "Agreement as Amended".

C. Permittee and County desire to further amend the Agreement to authorize Permittee to relocate a portion of the existing equipment on the water tower, otherwise under the terms and conditions set forth in the Agreement as Amended.

Agreement

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Exhibit A ("Site Plan")** attached to the Agreement is deleted in its entirety and replaced with Exhibit A-2 ("Amended Site Plan"), which is made a part hereof by reference.
2. **Section 3A (Use)** is hereby amended to authorize the relocation of two (2) of Permittee's existing antennas on the water tower from a 28'4" radiation center to a 56'1" radiation center as shown on the Amended Site Plan, the addition of coaxial cables servicing the new antenna locations, and the trimming of portions of the existing trees as necessary to perform such relocation and installation work. Permittee shall coordinate with the Department of Public Works at least seven (7) days prior to performing the tree-trimming work.

All work shall be performed in accordance with Section 11 (Conditions of Construction) of the Agreement; provided, however, that Permittor shall be deemed to have approved the Amended Site Plan for construction pursuant to this Amendment.

3. **Section 34 (Notice)** Permittee's notice address in Section 34 of the Agreement is hereby deleted and replaced with the following:

Permittee: GTE Mobilnet of California Limited Partnership,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07920
Attention: Network Real Estate
(Site: Pulgas Ridge)

4. **Effective Date; Approval.** This Third Amendment to Permit Agreement shall become effective (the "Effective Date") when this Third Amendment is duly executed by the County and delivered to Permittee.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, PERMITTEE ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT COUNTY HERETO UNLESS AND UNTIL THE COUNTY BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS THIRD AMENDMENT TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS THIRD AMENDMENT. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.

5. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
6. **No Further Amendments; Conflicts.** All the terms and conditions of the Permit as amended by the Third Amendment to Permit Agreement shall remain in full force and effect except as expressly amended herein, and together with this Third Amendment to Permit Agreement constitutes the entire agreement between County and Tenant and may not be modified except by an instrument in writing duly executed by the parties hereto.

County and Permittee have executed this Third Amendment to Permit Agreement as of the date first written above.

PERMITTEE:

GTE MOBILNET OF CALIFORNIA
LIMITED PARTNERSHIP, a California
limited partnership, dba Verizon
Wireless

By: Cellco Partnership, its general
partner

By: _____

Name: _____

Title: _____

COUNTY:

COUNTY OF SAN MATEO, a political
subdivision of the State of California

By: _____

Adrienne J. Tissier

President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____

EXHIBIT A-2

AMENDED SITE PLAN

Pages Attached: 3

Prepared By: HMH Design Group

Dated: November 16, 2007