

## **SECOND AMENDMENT TO LICENSE AGREEMENT**

This Second Amendment (the "Second Amendment") to that certain License Agreement dated March 19, 2003 by and between American Tower, L.P. and Marin Emergency Response Authority, as amended by that certain First Amendment to License Agreement dated September 30, 2019 (collectively, the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Towers LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Licensor") and Marin Emergency Response Authority, a Municipal entity (the "Licensee") (collectively, the "Parties").

### **RECITALS**

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 2001 Ridgecrest Boulevard, Mill Valley, CA 94941-9999 more commonly known to Licensor as the MT. TAMALPAIS T1, CA tower site (the "Tower Site"); and

WHEREAS, Licensor and Licensee 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 ("Modified Equipment"); and

WHEREAS, the Parties agree that as consideration for Licensee's Modified Equipment, the current Monthly License Fee payable under the Agreement shall be increased 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) Licensor and Licensee agree and acknowledge that Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit A-1.
- 2) Licensor and Licensee agree and acknowledge that Exhibit A to the Agreement is hereby deleted in its entirety as of the date this Second Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-1 and Licensee's equipment information set forth in the Agreement, the Exhibit A-1 shall control.
- 3) Licensor and Licensee agree and acknowledge that Exhibit B to the Agreement is hereby deleted in its entirety as of the date this Second Amendment is fully executed and shall be replaced with Exhibit B-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit B-1 and Licensee's site sketch set forth in the Agreement, the Exhibit B-1

shall control.

- 4) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment; or ii) September 1, 2020 ("Commencement Date"), the Monthly License Fee shall be increased by Seven Thousand Two Hundred Seven and 78/100 Dollars (\$7,207.78) per month ("Increased Fee"), resulting in a total Monthly License Fee of Nine Thousand Thirty and 48/100 Dollars (\$9,030.48). The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 5) Effective upon the Commencement Date, the Utility Fee shall be increased by One and 40/100 Dollars (\$1.40) per month ("Increased Utility Fee"), resulting in a total monthly Utility Fee of Three Hundred Sixty-Five and 94/100 Dollars (\$365.94). The Increased Utility Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 6) Licensor and Licensee agree and acknowledge that all future payments of the Monthly License Fee shall be made to the Licensor at the following remittance address:

American Tower Corporation  
29637 Network Place  
Chicago, IL 60673-1296
- 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]

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Licensor Site Name/Number: MT. TAMALPAIS T1, CA / 8521

Licensor Contract Number: 49581

Licensee Site Name/Number: Mt. Tamalpais T1, CA / 8521

**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:


**LICENSEE:**

Marin Emergency Response  
Authority, a Municipal entity

**LICENSOR:**

American Towers LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: Daniel Broe  
Title: Senior Counsel  
Date: 6/16/2020

Licensor Site Name/Number: MT. TAMALPAIS T1, CA / 8521

Licensor Contract Number: 49581

Licensee Site Name/Number: Mt. Tamalpais T1, CA / 8521

**EXHIBIT A-1**

## Exhibit A-1

<b>Customer Name:</b> COUNTY OF MARIN, CA	<b>ATC Asset Name:</b> MT. TAMALPAIS T1, CA	<b>ATC Asset #:</b> 8521
	<b>Customer Site Name:</b> Mt. Tamalpais T1, CA	<b>Customer Site #:</b> 8521

### GROUND SPACE REQUIREMENTS

<b>Total Lease Area</b> Sq. Ft: 436.00'	<b>Primary Contiguous Lease Area</b>	L:16.00'	W:21.00'	H:	Sq. Ft: 336.00
	ATC Building	16.00'	21.00'	N/A	336.00
	<b>Outside Primary Lease Area</b>	N/A	N/A	N/A	Sq. Ft: 100.00
	Fuel Tank AREA	10.00'	5.00'	N/A	50.00
	Setback AREA	N/A	N/A	<b>Refer to Site Sketch</b>	
	Generator AREA	10.00'	5.00'	N/A	50.00

### BACKUP POWER REQUIREMENTS

**Generator:** Stand Alone      **Fuel Tank Size(gal):** 499.0      **Fuel Type:** Propane      **Fuel Tank Setback(radius):** 10.0

### UTILITY REQUIREMENTS

**Power Provided By:** American Tower Provided (Carrier to reimburse ATC)      **Avg. Monthly Power Consumption:** 10.0 KwH

**Telco/Interconnect:** N/A

### TRANSMITTER & RECEIVER SPECIFICATIONS

<b>Type:</b> TX	<b>Quantity:</b> 7	<b>TX Power(watts):</b> 1.1	<b>ERP(watts):</b> 1995
<b>Type:</b> TX	<b>Quantity:</b> 13	<b>TX Power(watts):</b> 25	<b>ERP(watts):</b> 89.6

### ANTENNA EQUIPMENT SPECIFICATIONS

Type	OMNI	OMNI	OMNI	PANEL	OMNI	DISH-HP
<b>Manufacturer</b>	Decibel	RFI Antennas	Sinclair	Decibel	Andrew	RFS
<b>Model #</b>	DB638	CC807-08	SC476-HF1LDF(D06)	DB691H65E-C	DB633	UXA4-107BC
<b>Dimensions HxWxD</b>	193.2" x 3" x 3"	114.2" x 3" x 3"	84" x 3.5" x 3.5"	22" x 19" x 4"	29" x 2" x 2"	4.31' x 4.31' x -'
<b>Weight(lbs.)</b>	40.0	24.3	21.0	7.7	8.0	88.0
<b>Location</b>	Tower	Tower	Tower	Tower	Tower	Tower
<b>RAD Center AGL</b>	68.0'	64.8'	51.6'	44.0'	22.0'	16.0'
<b>Antenna Tip Height</b>	76.0'	69.6'	55.1'	44.9'	23.2'	18.2'
<b>Antenna Base Height</b>	60.0'	60.0'	48.1'	43.1'	20.8'	13.8'
<b>Mount Type</b>	N/A	Side Arm	Side Arm	N/A	N/A	Pole Mount
<b>Quantity</b>	1	2	2	1	1	1
<b>Azimuths/Dir. of Radiation</b>	N/A	0/0	0/0	220	N/A	32.3
<b>Quant. Per Azimuth/Sector</b>	N/A	1/1	1/1	N/A	N/A	1
<b>TX/RX Frequency Units</b>	MHz	MHz	MHz	MHz	MHz	MHz
<b>TX Frequency</b>	N/A	762-775	762-775	N/A	N/A	10755
<b>RX Frequency</b>	482-492	762-775	762-775	482-493	482-492	11245
<b>Using Unlicensed Frequencies?</b>	No	No	No	No	No	No
<b>Antenna Gain</b>	8	8	N/A	7	3	37.9/ 38.3/ 38.7
<b>Total # of Lines</b>	1	2	2	1	1	1
<b>Line Quant. Per Azimuth/Sector</b>	N/A	1/1	1/1	N/A	N/A	1
<b>Line Type</b>	Coax	Coax	Coax	Coax	Coax	Elliptical
<b>Line Diameter Size</b>	7/8" Coax	1/2" Coax	7/8" Coax	7/8" Coax	7/8" Coax	E105
<b>Line Configuration</b>	N/A	N/A	N/A	N/A	N/A	N/A

**ANTENNA EQUIPMENT SPECIFICATIONS**

Type	DISH-HP	DISH-HP	DISH-HP	DISH-HP	DISH-HP	DISH-STANDARD
Manufacturer	RFS	RFS	RFS	Andrew Microwaves	RFS	RFS
Model #	SC3-W100AC	SC3-W100AC	UXA6-65AC	UHX6-65	UXA4-107BC	PAD6-59BC
Dimensions HxWxD	3.29' x 3.29' x 1.25'	3.29' x 3.29' x 1.25'	6.00' x 6.00' x 0.0'	6.00' x 6.00' x 0.0'	4.31' x 4.31' x -'	6.56' x 6.56' x 1.19'
Weight(lbs.)	40.0	40.0	281.0	281.0	88.0	185.1
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	16.0'	16.0'	14.8'	13.0'	12.0'	10.5'
Antenna Tip Height	17.6'	17.6'	17.8'	16.0'	14.2'	13.8'
Antenna Base Height	14.4'	14.4'	11.8'	10.0'	9.8'	7.2'
Mount Type	Pole Mount	Pole Mount	Pole Mount	Pole Mount	Pole Mount	Pole Mount
Quantity	1	1	1	1	1	1
Azimuths/Dir. of Radiation	178.9	270.8	41.6	137.9	313.8	21.8
Quant. Per Azimuth/Sector	1	1	1	1	1	1
TX/RX Frequency Units	MHz	MHz	MHz	MHz	MHz	MHz
TX Frequency	11115	10795	6595	6595	10835	6655
RX Frequency	11605	11285	6755	6755	11325	6815
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	35.5/ 36.2/ 37	35.5/ 36.2/ 37	37.5	37.4	37.9/ 38.3/ 38.7	36.3/ 36.6/ 37
Total # of Lines	1	1	1	1	1	1
Line Quant. Per Azimuth/Sector	1	1	1	1	1	1
Line Type	Elliptical	Elliptical	Elliptical	Elliptical	Elliptical	Elliptical
Line Diameter Size	E105	E105	E65	E65	E105	E60
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

**ANTENNA EQUIPMENT SPECIFICATIONS**

<b>Type</b>	DISH-HP	N/A	N/A	N/A	N/A	N/A
<b>Manufacturer</b>	Andrew Microwaves	N/A	N/A	N/A	N/A	N/A
<b>Model #</b>	VHP4-107	N/A	N/A	N/A	N/A	N/A
<b>Dimensions HxWxD</b>	4.00' x 4.00' x 0.0'	N/A	N/A	N/A	N/A	N/A
<b>Weight(lbs.)</b>	170.0	N/A	N/A	N/A	N/A	N/A
<b>Location</b>	Tower	N/A	N/A	N/A	N/A	N/A
<b>RAD Center AGL</b>	3.0'	N/A	N/A	N/A	N/A	N/A
<b>Antenna Tip Height</b>	5.0'	N/A	N/A	N/A	N/A	N/A
<b>Antenna Base Height</b>	1.0'	N/A	N/A	N/A	N/A	N/A
<b>Mount Type</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>Quantity</b>	5	N/A	N/A	N/A	N/A	N/A
<b>Azimuths/Dir. of Radiation</b>	122.05/32.25/313.83/32.5	N/A	N/A	N/A	N/A	N/A
<b>Quant. Per Azimuth/Sector</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>TX/RX Frequency Units</b>	GHz	N/A	N/A	N/A	N/A	N/A
<b>TX Frequency</b>	11	N/A	N/A	N/A	N/A	N/A
<b>RX Frequency</b>	11	N/A	N/A	N/A	N/A	N/A
<b>Using Unlicensed Frequencies?</b>	No	N/A	N/A	N/A	N/A	N/A
<b>Antenna Gain</b>	38.4	N/A	N/A	N/A	N/A	N/A
<b>Total # of Lines</b>	0	N/A	N/A	N/A	N/A	N/A
<b>Line Quant. Per Azimuth/Sector</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>Line Type</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>Line Diameter Size</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>Line Configuration</b>	N/A	N/A	N/A	N/A	N/A	N/A

OAA756656

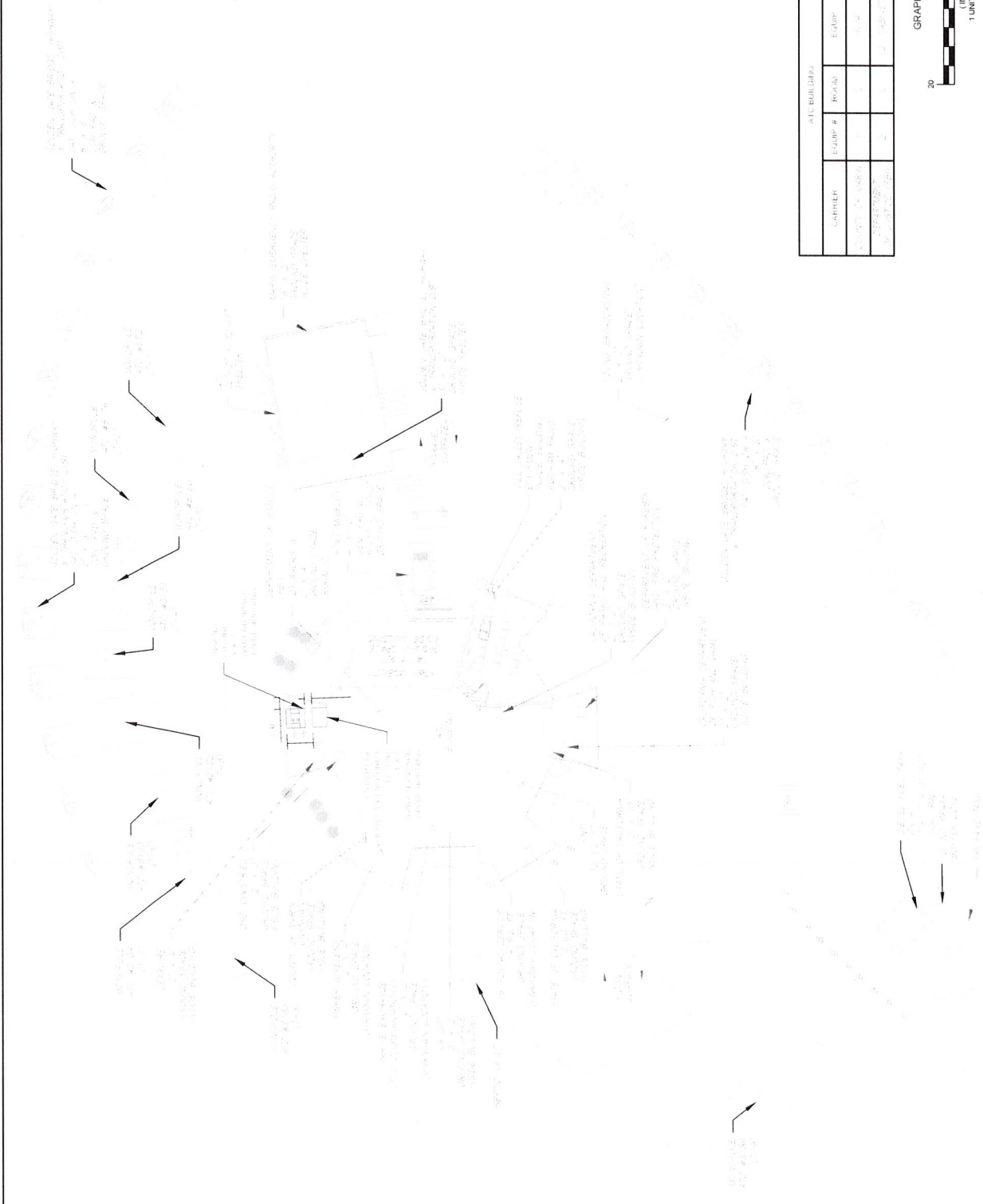
Licensor Site Name/Number: MT. TAMALPAIS T1, CA / 8521

Licensor Contract Number: 49581

Licensee Site Name/Number: Mt. Tamalpais T1, CA / 8521

**EXHIBIT B-1**  
**Site Sketch**





**AMERICAN TOWER**  
 AT ENGINEERING SERVICE PLLC  
 3500 REGENCY PARKWAY  
 CARY, NC 27518  
 PHONE (919) 466-0112

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ATC SITE NUMBER  
**8521**

ATC SITE NAME  
**MT. TAMALPAIS T1, CA**  
**CALIFORNIA**

- LEGEND**
- AV GROUNDING TEST WELL
  - ATS AIR VENT
  - B AUTOMATIC TRANSFER SWITCH
  - C BOLLARD
  - CS COAX SHROUD
  - CSC CELL SITE CABINET
  - D DISCONNECT
  - E ELECTRICAL
  - F FIBER
  - GEN GENERATOR
  - G GENERATOR RECEPTACLE
  - H HOLE
  - HV HIGH VOLTAGE
  - HFC HYDROGEN FUEL CELL
  - HSM HYDROGEN STORAGE MATERIAL
  - IB ICE BRIDGE
  - LC LIGHTING CONTROL
  - LPG LIQUID PROPANE GAS
  - M METER
  - MS METER SERVICE
  - OW OVERHEAD WIRE
  - P POWER
  - PP POWER POLE
  - T TRANSFORMER
  - TRN TRANSFORMER BUFFER (PROPERTY LINE)

DRAWN BY	H. DEGRROOT
DATE DRAWN	09/26/2019
CUSTOMER	NA
ATC PROJECT NO	12883733
ATC ASSET NO.	8521

**SITE PLAN LAYOUT**

SHEET NUMBER **SITE-1**

AUDITED BY  
 ..... ON  
 ..... ON

ATC BUILDINGS

CARRIER	EQUIP #	ROAD	EQUIP	GROUND SPACE

