

### THIRD AMENDMENT TO FACILITY SPACE LICENSE AGREEMENT

THIS THIRD AMENDMENT TO FACILITY SPACE LICENSE AGREEMENT ("Third Amendment") is made and entered into on \_\_\_\_\_, 2021 ("Effective Date"), by and between County of Lake, a political subdivision of the state of California ("Licensor"), and T-Mobile West LLC, a Delaware limited liability company ("Licensee") (Collectively the "Parties").

#### Recitals

The Parties hereto recite, declare and agree as follows:

A. Licensor and Licensee entered into a FACILITY SPACE LICENSE AGREEMENT, dated November 10, 2009 as amended by that certain First Amendment dated December June 2, 2015 and as amended by that certain Second Amendment dated November 19, 2019, (collectively the "License") for licensed premises (the "Premises") located at 9280 Konocti Road, Kelseyville, CA 95451 (the "Property").

B. On or about October 1<sup>st</sup>, 2015, Licensor installed, at its sole cost and expense, an on-site emergency power generator (the "generator") which has a capacity to support the current emergency power needs of the Site.

C. On or about June 1st, 2016, Licensee's dedicated electrical line service on the Premises was installed pursuant to Paragraph 7 of the License.

D. Licensor and Licensee desire to enter into this Third Amendment in order to modify and amend certain provisions of the License to accommodate Licensee's request to connect its dedicated electrical line service to the Licensor's generator.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Licensor Consent. Licensor hereby grants Licensee the right and consents to Licensee's installation of an automatic transfer switch and connection from Licensee's dedicated electrical line service to Licensor's generator. The generator and Licensee's connection to it shall be depicted in on Exhibit "A-2", which is attached hereto and by this reference incorporated herein.

2. Monthly Payment. As Licensee's share of Licensor's cost of annual operation and maintenance for its connection to said generator, Licensee shall pay Licensor Fifty Dollars (\$50.00) per month as of the date Licensee connects to Licensor's on-site generator. This monthly payment shall be payable in accordance with the terms of the License.

3. Licensor Obligations. Notwithstanding anything to the contrary contained in the License, Licensor shall reasonably maintain the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Licensor, HVAC, plumbing, elevators, landscaping and common areas. Licensor will perform generator maintenance annually and shall diligently use good faith efforts to correct any variation, interruption or failure of the generator's service to the Premises. Licensor makes no warranty as to the generator's effective service to the Premises.

4. Terms; Conflicts. The terms and conditions of the License are incorporated herein by this reference, and capitalized terms used in this Third Amendment shall have the same meanings such terms are given in the License. Except as specifically set forth herein, this Third Amendment shall in no way modify, alter or amend the remaining terms of the License, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License and this Third Amendment, the terms and conditions of this Third Amendment will govern and control.

T-Mobile Site No: SF40838B  
Market: SF

5. Approvals. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Third Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

6. Authorization. The persons who have executed this Third Amendment represent and warrant that they are duly authorized to execute this Third Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment on the day and year first written above.

Licensor:  
**County of Lake, a political subdivision of the state of California**

Licensee:  
**T-Mobile West LLC, a Delaware limited liability company**

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

By: \_\_\_\_\_  
Name: **Nikhil Patlolla**  
Title: **Sr Director, Network Engineering & Operations**  
Date: **11/12/2021**

DocuSigned by:  
*Nikhil Patlolla*  
BE34A2A43B564C7...

**APPROVED AS TO FORM**

**ANITA L. GRANT**  
**County Counsel**

TMO Legal  
2021.11.10  
11:14:15 -05'00'



TMO Signatory Level : L06

By:   
\_\_\_\_\_  
**Lloyd C. Guintivano**  
**Senior Deputy County Counsel**

EXHIBIT A-2

(insert site plan drawing here)







**GENERAL NOTES**

1. ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS.
2. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND SHALL BE RESPONSIBLE FOR CORRECTING THE WORK IN ALL INSTANCES AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES SHALL BE CALLED TO THE ATTENTION BY THE ARCHITECT THROUGH WRITTEN AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
3. STRUCTURAL ELEMENTS SHALL BE IN CONFORMANCE WITH ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.
4. SPECIAL MATERIALS, EQUIPMENT AND PRODUCTS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT BEFORE USE. PRODUCTS FROM APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER.
5. ALL DIMENSIONS SHOWN ON WORK AS CRYSTAL ARE BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE DRAWINGS. NO WARRANTY IS MADE AS TO THEIR ACCURACY. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS. SHOULD DIMENSIONS BECOME CHANGED, THE LETTER FROM THE CONTRACTOR SHOWING THEY SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BY THE PROFESSIONAL ENGINEER. PROFESSIONAL ENGINEER WILL THEN DETERMINE NECESSARY DIMENSIONS AS MAY BE NEEDED TO ACCOMMODATE THE CHANGES AS BROUGHT TO YOUR ATTENTION.
6. MECHANICAL EQUIPMENT SHALL BE FINELY FINISHED TO THE STRUCTURE INCLUDING INSULATION AND OTHER ELEMENTS PROVIDED SUBJECT TO MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING, FOR THE RECORD, PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES SHALL BE CALLED TO THE ATTENTION BY THE ARCHITECT THROUGH WRITTEN AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
7. INTERFERENCES WITH MECHANICAL DRAWINGS.
8. THE FOUNDATION DESIGN IS BASED ON CSE-2019 TABLE 15.0.1. ALLOWED SOIL BEARING CAPACITY IS 1500.
9. THE SOIL AND TABLE ON FOUNDATION SHALL HAVE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND SPECIAL DETAILS.
10. FOUNDATION SHALL BE NECESSARY TO BE ON PILING, BUT NOT DEPTHS AS SHOWN.

**CONCRETE**

1. ALL FORMWORK SHALL BE CONSTRUCTED TO PROVIDE THE REQUIRED CURVE AND FINISH. FORMWORK SHALL BE REINFORCED TO WITHSTAND THE WEIGHT OF THE CONCRETE AND THE WEIGHT OF THE FORMWORK ITSELF.
2. CONCRETE SHALL BE PLACED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
3. ALL REINFORCING STEEL, INCLUDING BARS, BRACES AND OTHER FIXTURES SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
4. ALL JOINTS AND CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
5. FORMWORK SHALL BE REMOVED FROM ALL EXPOSED SURFACES UNLESS NOTED OTHERWISE.

**STEEL**

1. ALL STEEL SHALL BE IN CONFORMANCE WITH THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.
2. ALL STEEL SHALL BE FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
3. ALL STEEL SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
4. ALL STEEL SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
5. ALL STEEL SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.

1. MATERIAL CONFORMANCE:
  - A. ALL STEEL SHALL BE IN CONFORMANCE WITH THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.
  - B. ALL STEEL SHALL BE FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
  - C. ALL STEEL SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
  - D. ALL STEEL SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.

**MECHANICAL**

1. ALL MECHANICAL EQUIPMENT SHALL BE IN CONFORMANCE WITH THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.
2. ALL MECHANICAL EQUIPMENT SHALL BE FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
3. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
4. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.

**STEEL CONNECTIONS**

1. ALL STEEL CONNECTIONS SHALL BE IN CONFORMANCE WITH THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.
2. ALL STEEL CONNECTIONS SHALL BE FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
3. ALL STEEL CONNECTIONS SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.

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2. ALL STEEL CONNECTIONS SHALL BE FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
3. ALL STEEL CONNECTIONS SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.

DESCRIPTION	QUANTITY	UNIT	PRICE
STEEL CONNECTIONS	100	EA	100.00
STEEL CONNECTIONS	200	EA	200.00
STEEL CONNECTIONS	300	EA	300.00
STEEL CONNECTIONS	400	EA	400.00
STEEL CONNECTIONS	500	EA	500.00

1. ALL STEEL CONNECTIONS SHALL BE IN CONFORMANCE WITH THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.
2. ALL STEEL CONNECTIONS SHALL BE FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.
3. ALL STEEL CONNECTIONS SHALL BE INSTALLED AND FINISHED TO THE STANDARDS SET BY THE ARCHITECT AND ENGINEER.

**T-Mobile**  
Stick Together

375 PLYMOUTH BLVD STE 200  
PLACENTIA, CA 92669

RESERVED FOR CONTRACTOR:  
EASTWIND K&W (K&W) INC.  
SF-608388  
SF836 KONGCHI  
1111 COLLEGE BLVD  
PLACENTIA, CA 92669

CONTRACT NO. 2011  
DATE: 06/30/21

**CONSTRUCTION**

NO.	DESCRIPTION	DATE
1	FOUNDATION	06/30/21
2	STEEL	06/30/21
3	MECHANICAL	06/30/21
4	ELECTRICAL	06/30/21
5	INTERIORS	06/30/21
6	EXTERIORS	06/30/21
7	LANDSCAPE	06/30/21
8	FINISHES	06/30/21
9	UTILITIES	06/30/21
10	COMMISSIONING	06/30/21

**Synergy**  
CONSTRUCTION MANAGEMENT

1111 COLLEGE BLVD  
PLACENTIA, CA 92669

**Synergy**  
CONSTRUCTION MANAGEMENT

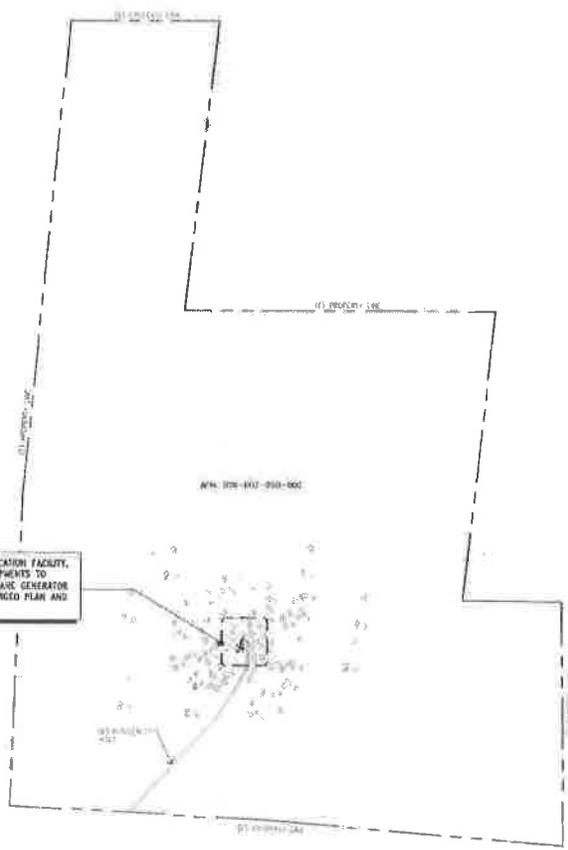
1111 COLLEGE BLVD  
PLACENTIA, CA 92669

GENERAL STRUCTURAL NOTES

T-4 E

**NOTES:**  
 1. THIS PLAN IS TO BE USED FOR THE DESIGN OF THE TOWER AND ANTENNA SYSTEMS. IT DOES NOT GUARANTEE THE ACCURACY OF THE DATA OR THE RESULTS OF THE DESIGN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.

(1) T-MOBILE TELECOMMUNICATION FACILITY, CONNECTING T-MOBILE EQUIPMENTS TO LANDLORD'S (E) ROUGH PREPARED GENERATOR AT GRADE LEVEL. SEE ENLARGED PLAN AND EQUIPMENT LAYOUT PLAN.



OVERALL SITE PLAN

**T-Mobile**  
 Stick Together

PROPOSED ANTENNA  
 EARTH/ROOF MOUNTED  
 SF 400000  
 EPRM K641001  
 00/00/00

**CONSTRUCTION**

DATE	DESCRIPTION	BY	CHKD
01/01/00	ISSUE FOR PERMIT	...	...
01/01/00	ISSUE FOR PERMIT	...	...
01/01/00	ISSUE FOR PERMIT	...	...
01/01/00	ISSUE FOR PERMIT	...	...

**Synergy**  
 COMMUNICATIONS

**Synergy**  
 COMMUNICATIONS

DATE: 01/01/00  
 DRAWN BY: ...  
 CHECKED BY: ...

**OVERALL SITE PLAN**

**A-1 E**







