

## THIRD AMENDMENT TO LICENSE AGREEMENT

This Third Amendment to License Agreement ("Third Amendment"), effective as of the date last signed below, is by and between U4EA RANCH ENTERPRISES, INC., a California corporation ("Licensor") and COUNTY OF VENTURA ("LICENSEE"). LICENSOR and LICENSEE may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, on August 1, 2007, the Parties entered into a License Agreement ("Agreement") for a license for LICENSEE to install, maintain, and operate communications equipment at the Premises on LICENSOR's Property located at Rasnow Peak, south of the 101 Freeway at the summit of South Ventu Park Road in Newbury Park;

WHEREAS, on May 11, 2010, the Parties entered into that certain First Amendment to License Agreement, increasing the size of the Premises and amount of the rent, among other things;

WHEREAS, on May 18, 2018, the Parties entered into that certain Second Amendment to License Agreement, increasing the term of the Agreement and the rent, among other things;

WHEREAS, The current term of the Agreement commenced on August 1, 2023 and terminates on July 31, 2028 and has two five-year Renewal Terms remaining under the Agreement;

WHEREAS, LICENSEE desires to install, maintain and operate additional communications equipment on the Premises; and

WHEREAS, LICENSOR has agreed to allow LICENSEE to install, maintain and operate additional communications equipment on the Premises of Site Two (in a portion of Building A and on Tower A), subject to LICENSEE paying additional rent and approval from Ventura County Planning, Building and Safety Division pursuant to the terms of LICENSOR's conditional use permit (CUP);

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the Parties hereto agree to amend the Agreement as follows:

### AGREEMENT

1. **Recitals.** The above recitals are incorporated herein by reference.
2. **Amendment to Article 1: Definitions.** Article 1(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“1(a) Except as expressly provided to the contrary in this Agreement, the “Premises” includes:

- Site 1: Buildings H and I and a portion of the 40-foot tower adjacent to Building I located on Rasnow Peak, commonly known as 1000 South Ventu Park Road, 1.3 miles south of Newbury Park, California.
- Site 2: A portion of Building A and a 150-foot tower (“Tower A”).

The Premises are described in Exhibit “A,” attached hereto and incorporated herein by this reference, and depicted on Exhibit “B,” attached hereto and incorporated herein by this reference.

Any improvements existing on the Premises at the commencement date of this Agreement shall remain LICENSOR’S property, but LICENSEE may use said improvements as set forth in Exhibit “A” so long as the use remains consistent with, and does not interfere with, present use by other licensees and/or lessees.”

3. **Amendment to Article 4: Rental Fees and Taxes.** Articles 4(a) and 4(b) of the Agreement are hereby deleted in their entirety and replaced with the following:

“4.(a) LICENSEE agrees to pay to LICENSOR monthly rent in the amount of Three Thousand Seven Hundred Seventy Dollars and Forty-Four Cents (\$3,770.44), payable in advance on a quarterly basis in the sum of Eleven Thousand Three Hundred Eleven Dollars and Thirty-Two Cents (\$11,311.32). The rent covers the installation of the equipment described and depicted in the attached Exhibits “A” and “B” and includes access, road maintenance, weed abatement, key access to Site 1 and 2, and, where appropriate, fuel for back-up generator service.

4.(b) LICENSEE further agrees to pay to LICENSOR the sum of fifty-five dollars (\$55) per month, payable quarterly, as reimbursement toward utility usage by LICENSEE. This utility reimbursement shall be paid at the same time and in the same manner as the rental fees set forth in Article 4(a) above.”

4. **Amendment to Exhibit “A”: Description of Premises and Schedule of Licensee’s Equipment.** Exhibit “A” of the Agreement is hereby deleted in its entirety and replaced with the Exhibit “A,” attached hereto and incorporated herein by this reference.

5. **Amendment to Exhibit “B”: Depiction of Premises.** Exhibit “B” of the Agreement is hereby deleted in its entirety and replaced with the Exhibit “B,” attached hereto and incorporated herein by this reference.

Except as specifically modified by this Third Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any other term or provision of the Agreement and this Third Amendment, the terms and provisions of this Third Amendment shall control. This Third Amendment may be signed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the last date set forth below.

**LICENSOR**

**LICENSEE**

U4EA RANCH ENTERPRISES, INC.  
a California corporation

COUNTY OF VENTURA

By: \_\_\_\_\_  
Tina Rasnow,  
Chief Executive Officer

By: \_\_\_\_\_  
Joan Araujo, Director  
Central Services  
Public Works Agency

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Eleanor Rasnow, Secretary and  
Chief Financial Officer

Date: \_\_\_\_\_

Exhibit A.

Description of Premises and Schedule of Licensee's Equipment

Please complete this form as completely as possible. Use multiple pages if necessary to describe all equipment. ANY PROPOSED CHANGES IN EQUIPMENT, USE AND/OR EMISSIONS REQUIRES PRIOR NOTIFICATION TO LICENSOR BY SUBMITTING AN AMENDED EXHIBIT "A," AND IS SUBJECT TO LICENSOR'S PRIOR WRITTEN CONSENT

**Exhibit A.**  
**Description of Premises and Schedule of Licensee's Equipment**

Please complete this form as completely as possible. Use multiple pages if necessary to describe all equipment.

***General Description: (page 1 of 2 )***

Facility to be used as:	Rasnow East / 8x12ft Fiberglass Building/Generator/40ft tower for Ventura County Public Safety Communications
Licensee's service or maintenance company	Ventura County Wireless Division / Ventura County Fire District
Service person's name	County Electronic Technicians / in Gov. vehicles only
Telephone/cell number	805-672-2022

***Description of equipment in the building***

Number of cabinets	6 to 8 cabinets
Building name	N/A
Cabinet location	Center of building
Mfg /model of equipment	Various
Output power	Maximum ERP 100W
Percentage of time active	30% VHF MW 100%
Maximum power consumption	120 amps
Quiescent power consumption	70amps

***Description of equipment on the tower / roof***

Number of antennas	Approximately 10
Type (whip, yagi, dish, etc.)	9 omni / 2 microwave dishes
Mfg/model	Comtelco / Station Master
Elevation/location	See drawing and Harris study

***Description of emissions***

Transmit frequency	150mhz to 159mhz VHF. 10ghz point to point mw
Maximum effective radiative power (ERP)	100 Watts/ most at 50W
Radiation pattern (azimuth, omni)	omni

***Other comments: New site for Ventura County, current plans are for two microwave hops and VHF for County use.*** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notes:

Initials   JA

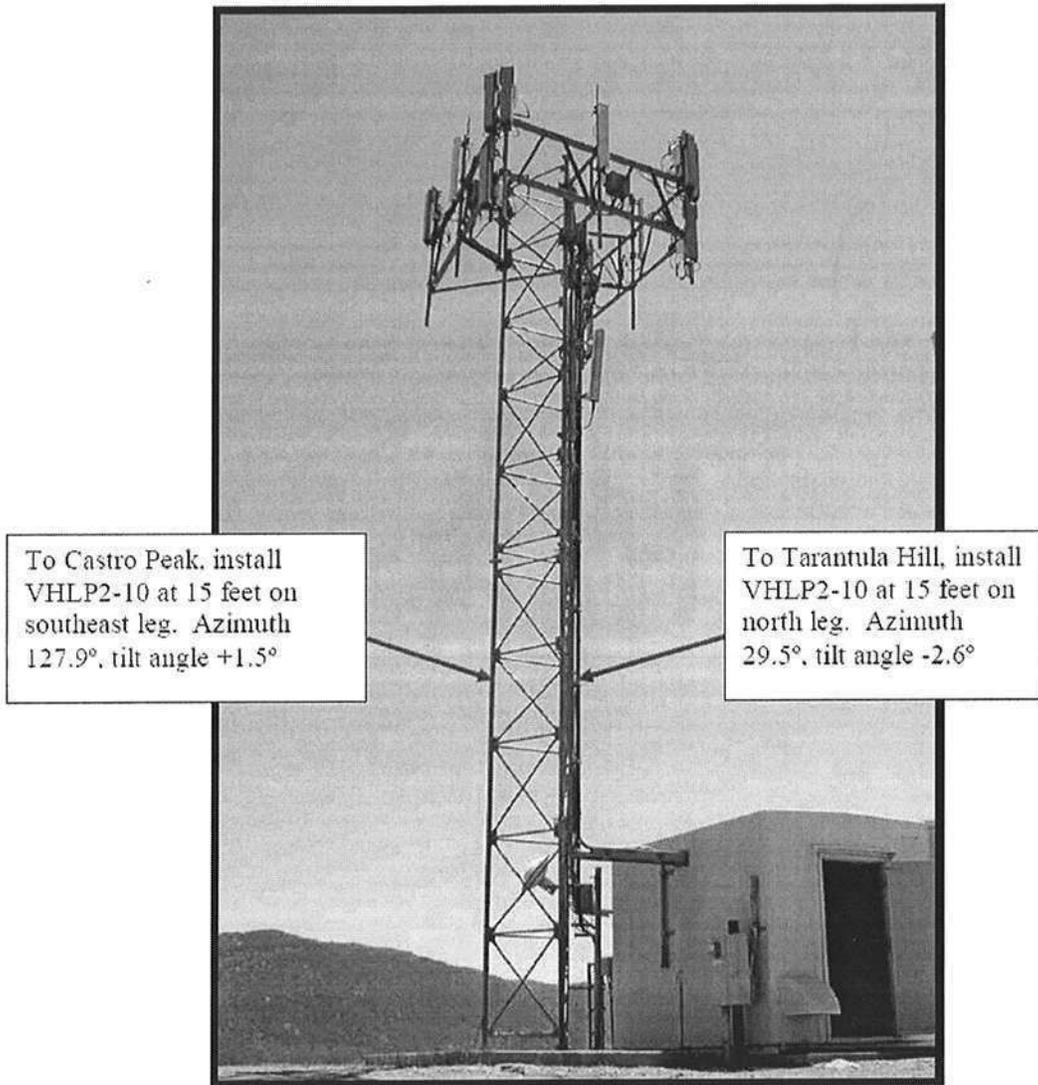
1. Ancillary equipment such as cavities, circulators, duplexers, filters, power supplies, etc. must be housed inside the above rack/cabinet(s) and not outside unless specifically permitted in this schedule. Since this site is a busy and shared facility, we require use of cavities and filters to reduce the potential for interference.
2. Lines may be run from the rack/cabinet(s) to the antenna(s), telephone jack(s), and power outlet(s).
3. Rack/cabinets have dimensions less than or equal to -70- inch height, -22- inch width, and -19- inch depth unless larger dimensions are explicitly specified in this schedule.
4. Whip-type antennas have diameters less than or equal to -3- inches, lengths less than -20- feet, and weights less than -50- lbs. unless larger quantities are explicitly specified in this schedule.
5. Yagi-type antennas must weigh less than -30- lbs. unless a larger weight is explicitly specified in this schedule.
6. Blanks indicates that data is not available at the time of execution of this agreement. If requested by Licensor, Licensee shall provide such data within ten (10) days from the date of request.

I have carefully reviewed the foregoing Schedule of Licensee's Equipment and I certify that the foregoing is accurate and correct.

Signed (Licensee):                     *Scott Allison*                     Date:                     *2/21/07*                    

Ventura County Information Systems Division  
Attention: Scott Allison, Wireless Chief  
800 S. Victoria Ave L#5040  
Ventura Ca. 93009  
Phone 805-672-2022  
Fax 805-659-6998

Initials \_\_\_\_\_



To Castro Peak, install VHLP2-10 at 15 feet on southeast leg. Azimuth 127.9°, tilt angle +1.5°

To Tarantula Hill, install VHLP2-10 at 15 feet on north leg. Azimuth 29.5°, tilt angle -2.6°

Rasnaw East



Exhibit A for Buildings H and I at Rasnow Peak,  
Description of Premises and Schedule of Licensee's Equipment

Please complete this form as completely as possible. Use multiple pages if necessary to describe all equipment. ANY PROPOSED CHANGES IN EQUIPMENT, USE AND/OR EMISSIONS REQUIRES PRIOR NOTIFICATION TO LICENSOR BY SUBMITTING AN AMENDED EXHIBIT "A," AND IS SUBJECT TO LICENSOR'S PRIOR WRITTEN CONSENT.

***General Description:***

Facility to be used as:	Public Safety Communications site for County Govt Communications
Licensee's service or maintenance company	All frequencies are licensed by the FCC and equipment maintained primarily by County Electronic Technicians.
Service person's name	Scott Allison, Wireless Chief, County of Ventura
Telephone/cell number	805-672-2022/805-901-0448

***Description of equipment in the building:***

Number of cabinets	Bldg H- 10 cabinets Bldg I- 8 cabinets
Building name	Bldg H with telephone pole/ Bldg I with 40 ft tower
Cabinet location	various
Mfg/model of equipment	Sinclair, Harris, Motorola, Ceragon
Output power	50W ERP
Percentage of time active	25%
Maximum power consumption	100 amps
Quiescent power consumption	25 amps

***Description of equipment on the tower/roof:***

Number of antennas	Bldg H will have 3-4 Omni antenna in the future and Bldg I tower will have 7-12 antennas
Type (whip, yagi, dish, etc.)	Omni, 3ft dish, 2 ft dish, panel antennas, security camera
Mfg/model	Comtelco, Sinclair, Ceragon, Harris,
Elevation/location	40ft

***Description of emissions:***

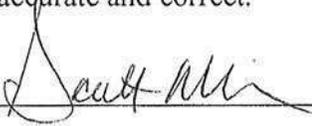
Transmit frequency	150mhz-160mhz, 4.9mhz, 10ghz,.
Maximum effective radiative power (ERP)	50 watts ERP
Radiation pattern (azimuth, omni)	Omni, point to point.

**Other comments: Two buildings one with a telephone pole for Omni antennas, one with 40' tower.... Buildings to be connected by County with conduits at their expense. Conduits for power/data/coax, will run between buildings. Emergency power to be provided by Rasnow's emergency generator per prior agreement. AC units in both buildings to be maintained by Rasnow's per agreement. Electrical meter to be in the name of County of Ventura.**

Notes:

1. Ancillary equipment such as cavities, circulators, duplexers, filters, power supplies, etc. must be housed inside the above rack/cabinet(s) and not outside unless specifically permitted in this schedule. Since this site is a busy and shared facility, we require use of cavities and filters to reduce the potential for interference.
2. Lines may be run from the rack/cabinet(s) to the antenna(s), telephone jack(s), and power outlet(s).
3. Rack/cabinets have dimensions less than or equal to -70- inch height, -22- inch width, and -19- inch depth unless larger dimensions are explicitly specified in this schedule.
4. Whip-type antennas have diameters less than or equal to -3- inches, lengths less than -20- feet, and weights less than -50- lbs. unless larger quantities are explicitly specified in this schedule.
5. Yagi-type antennas must weigh less than -30- lbs. unless a larger weight is explicitly specified in this schedule.
6. Blanks indicates that data is not available at the time of execution of this agreement. If requested by Licensor, Licensee shall provide such data within ten (10) days from the date of request.

I have carefully reviewed the foregoing Schedule of Licensee's Equipment and I certify that the foregoing is accurate and correct.

Signed (Licensee):  Date: 4/12/2010

Printed name: Scott Allison  
Address: Mail Stop #1100  
800 S, Victoria Ave  
Ventura Ca 93009  
Phone 805-672-2022

**Note: Lease to include County to permit and install conduits between two County leased buildings to run, data, coax and emergency generator power.**



Exhibit A.

Description of Premises and Schedule of Licensee's Equipment

Please complete this form as completely as possible. Use multiple pages if necessary to describe all equipment. ANY PROPOSED CHANGES IN EQUIPMENT, USE AND/OR EMISSIONS REQUIRES PRIOR NOTIFICATION TO LICENSOR BY SUBMITTING AN AMENDED EXHIBIT "A," AND IS SUBJECT TO LICENSOR'S PRIOR WRITTEN CONSENT.

**General Description:**

Facility to be used as:	RASNOW site 2
Licensee's service or maintenance company	County of Ventura
Service person's name	
Telephone/cell number	805 654-8333

**Description of equipment in the building:**

Number of cabinets	1
Building name	150 FT Tower site
Cabinet location	IN BUILDING
Mfg/model of equipment	
Output power	Varies
Percentage of time active	100%
Maximum power consumption	15 AMPS
Quiescent power consumption	

**Description of equipment on the tower/roof:**

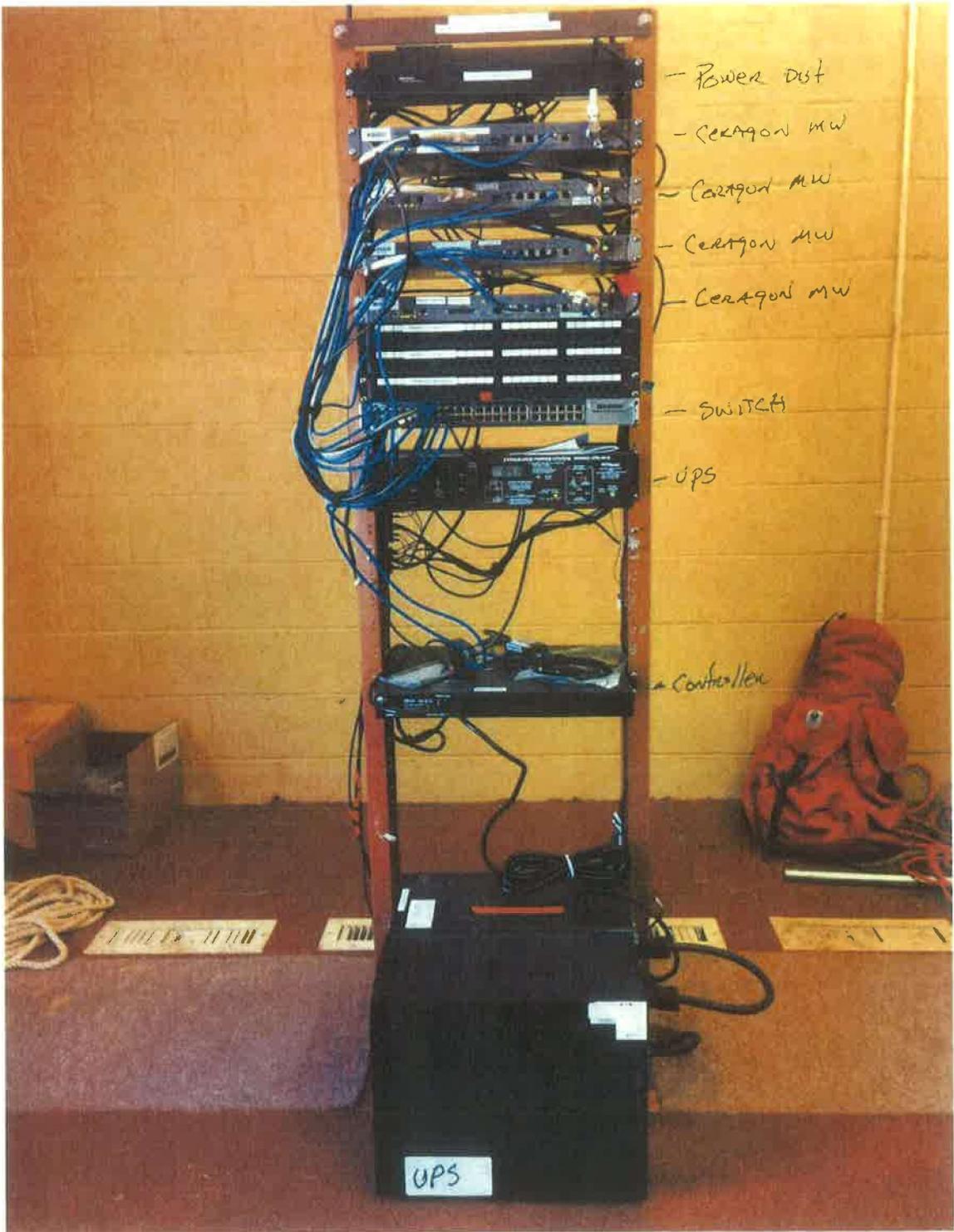
Number of antennas	8
Type (whip, yagi, dish, etc.)	DISH
Mfg/model	UBILITY / CERAGON
Elevation/location	SEE picture

**Description of emissions:**

Transmit frequency	Various
Maximum effective radiated power (ERP)	5 WATTS
Radiation pattern (azimuth, omni)	DIRECTIONAL

**Other comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials \_\_\_\_\_



**Exhibit A**

**Description of Premises and Schedule of Licensee's Equipment**

Please complete this form as possible. Use multiple pages if necessary to describe all equipment. USE AND/OR EMISSIONS REQUIRES PRIOR NOTIFICATION TO LICENSOR BY SUBMITTING AN AMENDED EXHIBIT "A," AND IS SUBJECT TO LICENSOR'S PRIOR WRITTEN CONSENT.

**General Description:**

Facility to be used as:	Rasnow Site 2
Licensee's Service or Maintenance Company	County of Ventura
Service person's name	It Services
Telephone/Cell Number	(805) 654-3333

**Description of equipment in the building:**

Number of cabinets	1
Building name	A
Cabinet location	Building - A
Mfg/model of equipment	
Output power	Varies
Percentage of time active	100%
Maximum power consumption	15 Amps
Quiescent power consumption	

**Description of equipment on the tower/roof:**

Number of antennas	2
Type (ship, yagi, dish, etc.)	2' Dish
Mfg/model	Ceragon
Elevation/location	89' & 78'

**Description of emissions:**

Transmit frequency	Varies
Maximum effective radiated	
Power (ERP)	5 Watts
Radiation pattern (azimuth, omni)	Directional

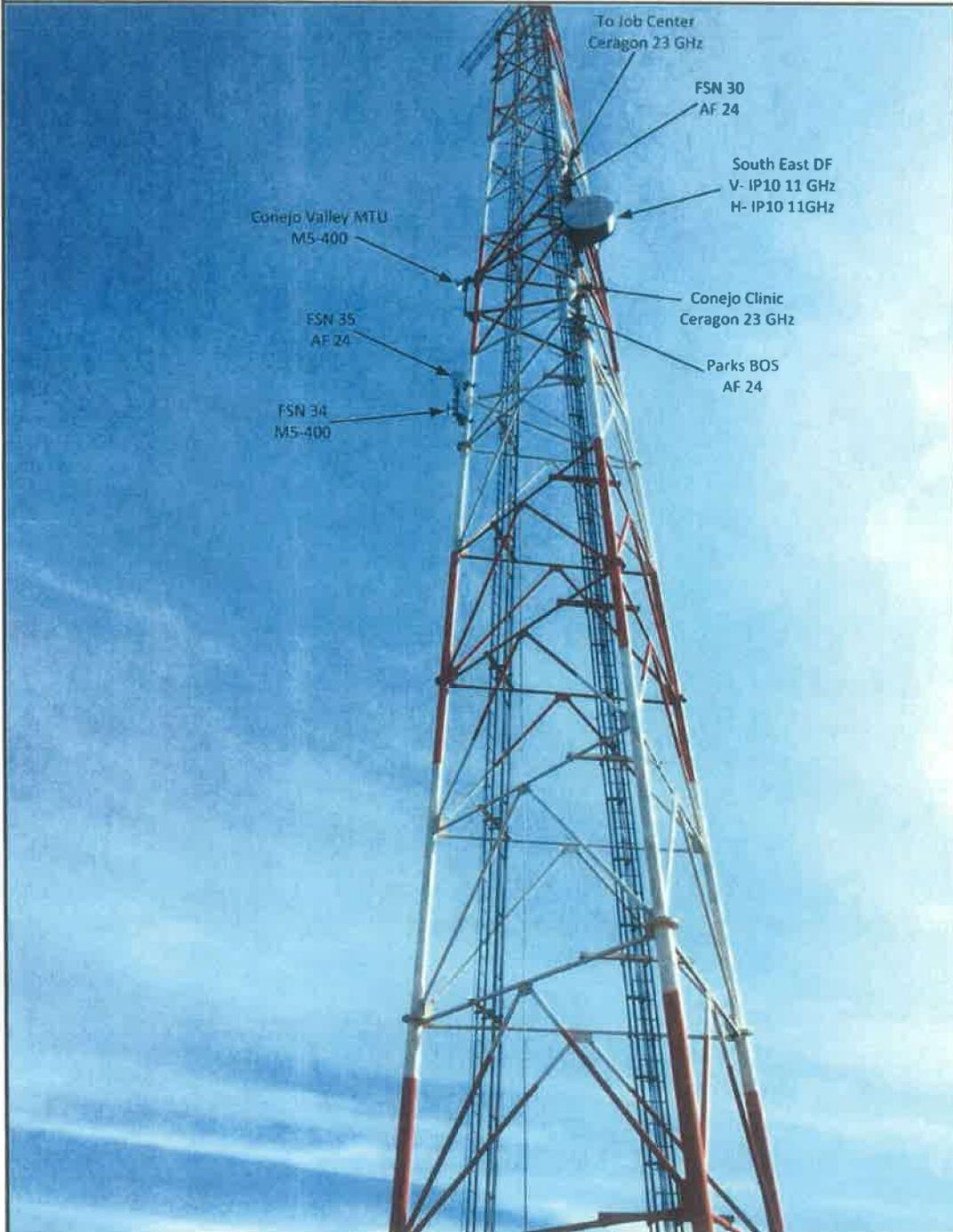
Other Comments: Remove the 1' dish and replace with 2' dish at height: 98', facing Fire Station 34. New 2' dish at height: 78' facing Fire Headquarters, Conejo Spectrum Rd.



# Rasnow Site 2

12/08/2015

Exhibit B

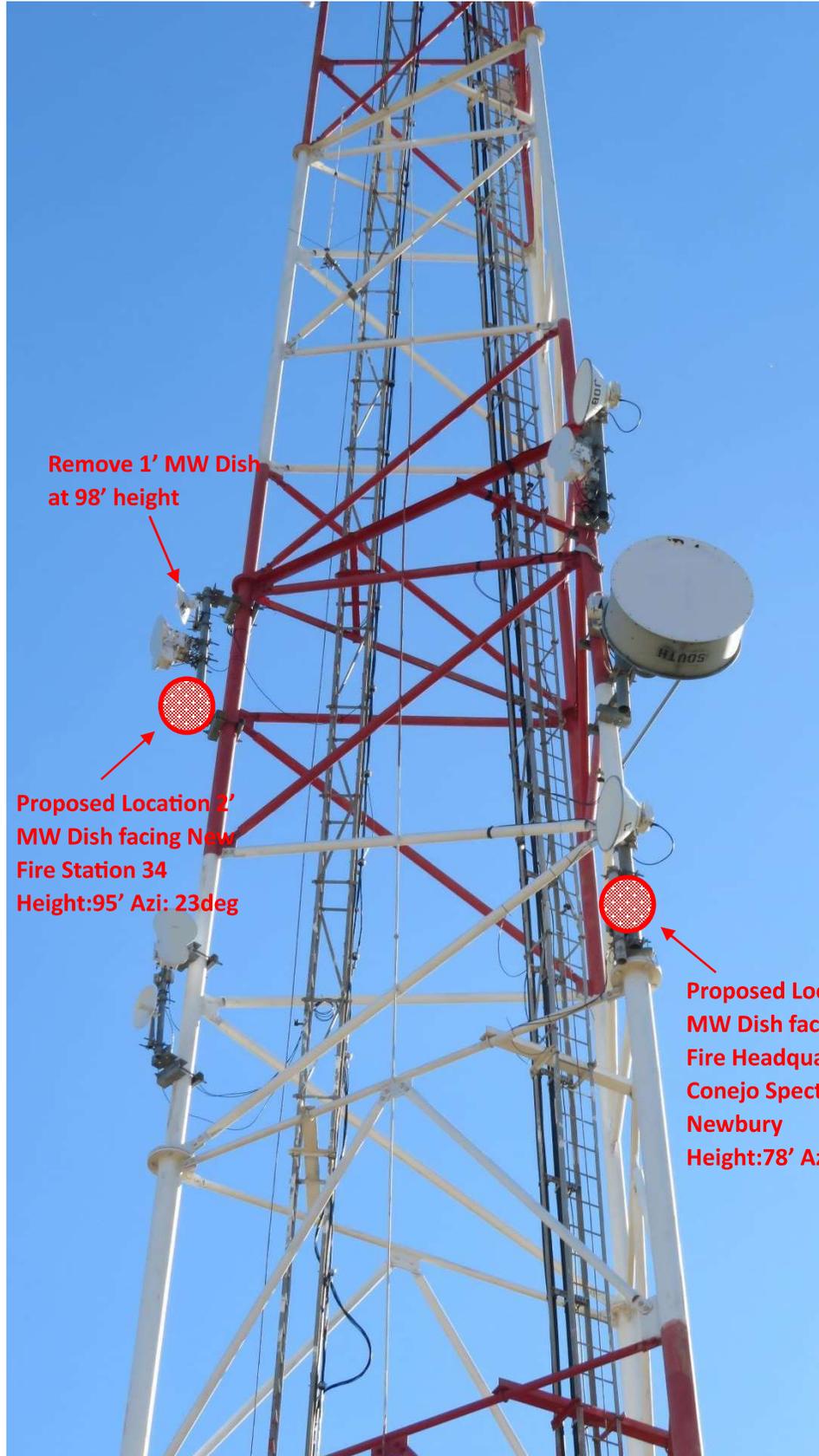


Site Name Description	Date Of Photo	Last Updated	Updated By	Notes
Rasnow Site #2	12/08/2015	05/16/2017	AC	

# RASNOW 150' TOWER



# Proposed Location For New Microwave Dish



Remove 1' MW Dish  
at 98' height

Proposed Location 2'  
MW Dish facing New  
Fire Station 34  
Height:95' Azi: 23deg

Proposed Location 2'  
MW Dish facing New  
Fire Headquarters  
Conejo Spectrum Road  
Newbury  
Height:78' Azi: 337deg

## Proposed Location Facing New Fire Station 34



## Proposed Location Facing New Fire HQ at Conejo Spectrum Rd

