

FIRST AMENDMENT TO TOLLING AGREEMENT

This First Amendment to Tolling Agreement (“First Amendment”) is entered into as of June 20, 2023, between the County of Sonoma (“County”) and VB BTS II, LLC (“Vertical Bridge”). County and Vertical Bridge are sometimes individually referred to in this Agreement as a “Party” and are sometimes referred to collectively as the “Parties.”

WHEREAS, the Parties entered into a Tolling Agreement effective April 14, 2023, regarding Vertical Bridge’s application submitted to the County for an unoccupied wireless telecommunications facility to be located at 9300 Mill Station Road, Sebastopol, CA, County of Sonoma File # UPE22-0051 (“Application”);

WHEREAS, the Tolling Agreement extended the time for the County to act on the Application, which is within 150 days after submittal of the Application (“the shot clock”) under the federal Telecommunications Act, until July 31, 2023;

WHEREAS, the Application was presented to the Sonoma County Board of Zoning Adjustments (“BZA”) in March 2023 during a public hearing. During the public hearing, the BZA requested Vertical Bridge to submit additional materials for the BZA to take action on the Application;

WHEREAS, the Parties agree that additional time is needed beyond July 31, 2023, for Vertical Bridge to submit additional materials for the BZA to take action on the Application, and to schedule the continued hearing on the Application on the BZA agenda;

WHEREAS, the Parties continue to desire to avoid or at least delay potential litigation arising from the additional time needed for Vertical Bridge to submit the applicable materials requested by the BZA, for County staff to review the additional materials, and for the County to schedule the required public hearing(s) to consider the Application. and

In consideration of the promises of the Parties, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties further agree as follows:

1. The running of any applicable statute of limitations or similar defenses, such as laches, that may apply to any Party’s claim(s) pertaining to the Application (County of Sonoma File # UPE22-0051), in whatever capacity, including under 47 U.S.C. section 332(c)(7)(B)(ii) & (v), arising from the above-described circumstances shall be tolled as of April 14, 2023, and shall remain tolled until Thursday, August 31, 2023.

2. The County’s review of the Application (County of Sonoma File # UPE22-0051) was still, as of April 14, 2023, within the requisite “shot clock” as defined by federal law and regulations. The Parties agree to toll the passage of such “shot clock” until Thursday, August 31, 2023.

3. Vertical Bridge agrees not to initiate any administrative or judicial proceeding or appeal, pertaining to the Application before Thursday, August 31, 2023.

4. Except as expressly amended and modified in this First Amendment, the other terms of the Parties' Tolling Agreement remain in force and are applicable to the Parties. To the extent there are any conflicts or inconsistency between the terms and provisions of this First Amendment and the Tolling Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the Parties.

DATED: June 27, 2023

COUNTY OF SONOMA

By: Ivan R. Jimenez
Ivan Jimenez, Deputy County Counsel

DATED: June 27, 2023

VB BTS II, LLC

By: Ariel Rubin
Its: VP Tower Development,
Ariel Rubin, P.E.

SECOND AMENDMENT TO TOLLING AGREEMENT

This Second Amendment to Tolling Agreement (“Second Amendment”) is entered into as of August 1, 2023, between the County of Sonoma (“County”) and VB BTS II, LLC (“Vertical Bridge”). County and Vertical Bridge are sometimes individually referred to in this Agreement as a “Party” and are sometimes referred to collectively as the “Parties.”

WHEREAS, the Parties entered into a Tolling Agreement effective April 14, 2023, regarding Vertical Bridge’s application submitted to the County for an unoccupied wireless telecommunications facility to be located at 9300 Mill Station Road, Sebastopol, CA, County of Sonoma File # UPE22-0051 (“Application”);

WHEREAS, the Tolling Agreement extended the time for the County to act on the Application, which is within 150 days after submittal of the Application (“the shot clock”) under the federal Telecommunications Act, until July 31, 2023;

WHEREAS, the Application was first presented to the Sonoma County Board of Zoning Adjustments (“BZA”) in March 2023 during a public hearing. During that public hearing, the BZA requested Vertical Bridge to submit additional materials for the BZA to take action on the Application. At second BZA hearing on July 27, 2023, the BZA requested more information and material from Vertical Bridge regarding the application to be addressed a another continued BZA hearing;

WHEREAS, the Parties agree that additional time is needed beyond July 31, 2023, for Vertical Bridge to submit additional materials for the BZA to take action on the Application, and to schedule the additional continued hearing on the Application on the BZA agenda;

WHEREAS, the Parties continue to desire to avoid or at least delay potential litigation arising from the additional time needed for Vertical Bridge to submit the applicable materials requested by the BZA, for County staff to review the additional materials, and for the County to schedule the required public hearing(s) to consider the Application. and

In consideration of the promises of the Parties, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties further agree as follows:

1. The running of any applicable statute of limitations or similar defenses, such as laches, that may apply to any Party’s claim(s) pertaining to the Application (County of Sonoma File # UPE22-0051), in whatever capacity, including under 47 U.S.C. section 332(c)(7)(B)(ii) & (v), arising from the above-described circumstances shall be tolled as of April 14, 2023, and shall remain tolled until Tuesday, October 31, 2023.

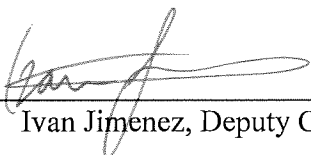
2. The County’s review of the Application (County of Sonoma File # UPE22-0051) was still, as of April 14, 2023, within the requisite “shot clock” as defined by federal law and regulations. The Parties agree to toll the passage of such “shot clock” until Tuesday, October 31, 2023.

3. Vertical Bridge agrees not to initiate any administrative or judicial proceeding or appeal, pertaining to the Application before Tuesday, October 31, 2023.

4. Except as expressly amended and modified in this Second Amendment, the other terms of the Parties' Tolling Agreement remain in force and are applicable to the Parties. To the extent there are any conflicts or inconsistency between the terms and provisions of this Second Amendment and the Tolling Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the Parties.

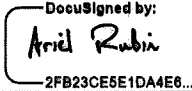
DATED: August 1, 2023

COUNTY OF SONOMA

By: 
Ivan Jimenez, Deputy County Counsel

DATED: August 1, 2023

VB BTS II, LLC

By: 
Its: VP Tower Development,
Ariel Rubin, P.E.

THIRD AMENDMENT TO TOLLING AGREEMENT

This Third Amendment to Tolling Agreement (“Third Amendment”) is entered into as of October 11, 2023, between the County of Sonoma (“County”) and VB BTS II, LLC (“Vertical Bridge”). County and Vertical Bridge are sometimes individually referred to in this Agreement as a “Party” and are sometimes referred to collectively as the “Parties.”

WHEREAS, the Parties entered into a Tolling Agreement effective April 14, 2023, regarding Vertical Bridge’s application submitted to the County for an unoccupied wireless telecommunications facility to be located at 9300 Mill Station Road, Sebastopol, CA, County of Sonoma File # UPE22-0051 (“Application”);

WHEREAS, the Tolling Agreement extended the time for the County to act on the Application, which is within 150 days after submittal of the Application (“the shot clock”) under the federal Telecommunications Act, until July 31, 2023;

WHEREAS, the Application was presented to the Sonoma County Board of Zoning Adjustments (“BZA”) in March 2023 during a public hearing. During the public hearing, the BZA requested Vertical Bridge to submit additional materials for the BZA to take action on the Application;

WHEREAS, on June 27, 2023, the Parties entered into a First Amendment, which extended the shot clock through August 31, 2023;

WHEREAS, on July 27, 2023, the BZA held a second public hearing on the Application. During the public hearing, the BZA requested Vertical Bridge to submit additional materials for the BZA’s consideration before the BZA can take action on the Application;

WHEREAS, on August 1, 2023, the Parties entered into a Second Amendment, which extended the shot clock through October 31, 2023;

WHEREAS, the Parties agree that additional time is needed beyond October 31, 2023, for Vertical Bridge to submit additional materials for the BZA to take action on the Application, and to schedule the continued hearing on the Application on the BZA agenda;

WHEREAS, the Parties continue to desire to avoid or at least delay potential litigation arising from the additional time needed for Vertical Bridge to submit the applicable materials requested by the BZA, for County staff to review the additional materials, and for the County to schedule the required public hearing(s) to consider the Application; and

In consideration of the promises of the Parties, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties further agree as follows:

1. The running of any applicable statute of limitations or similar defenses, such as laches, that may apply to any Party’s claim(s) pertaining to the Application (County of Sonoma File # UPE22-0051), in whatever capacity, including under 47 U.S.C. section 332(c)(7)(B)(ii) &

(v), arising from the above-described circumstances shall be tolled as of April 14, 2023, and shall remain tolled until Wednesday, January 31, 2024.

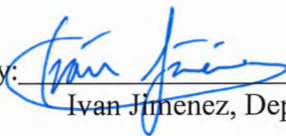
2. The County’s review of the Application (County of Sonoma File # UPE22-0051) was still, as of April 14, 2023, within the requisite “shot clock” as defined by federal law and regulations. The Parties agree to toll the passage of such “shot clock” until Wednesday, January 31, 2024.

3. Vertical Bridge agrees not to initiate any administrative or judicial proceeding or appeal, pertaining to the Application before Wednesday, January 31, 2024.

4. Except as expressly amended and modified in this Third Amendment, the other terms of the Parties’ Tolling Agreement remain in force and are applicable to the Parties. To the extent there are any conflicts or inconsistency between the terms and provisions of this Third Amendment and the Tolling Agreement, the terms and provisions of this Third Amendment shall control and govern the rights and obligations of the Parties.

DATED: October 11, 2023

COUNTY OF SONOMA

By:  _____
Ivan Jimenez, Deputy County Counsel

DATED: October 11, 2023

VB BTS II, LLC

By _____  _____
Its: VP Tower Development,
Ariel Rubin, P.E.

FOURTH AMENDMENT TO TOLLING AGREEMENT

This Fourth Amendment to Tolling Agreement (“Fourth Amendment”) is entered into as of January __, 2024, between the County of Sonoma (“County”) and VB BTS II, LLC (“Vertical Bridge”). County and Vertical Bridge are sometimes individually referred to in this Agreement as a “Party” and are sometimes referred to collectively as the “Parties.”

WHEREAS, the Parties entered into a Tolling Agreement effective April 14, 2023, regarding Vertical Bridge’s application submitted to the County for an unoccupied wireless telecommunications facility to be located at 9300 Mill Station Road, Sebastopol, CA, County of Sonoma File # UPE22-0051 (“Application”);

WHEREAS, the Tolling Agreement extended the time for the County to act on the Application, which is within 150 days after submittal of the Application (“the shot clock”) under the federal Telecommunications Act, until July 31, 2023;

WHEREAS, the Application was presented to the Sonoma County Board of Zoning Adjustments (“BZA”) in March 2023 during a public hearing. During the public hearing, the BZA requested Vertical Bridge to submit additional materials for the BZA to take action on the Application;

WHEREAS, on June 27, 2023, the Parties entered into a First Amendment, which extended the shot clock through August 31, 2023;

WHEREAS, on July 27, 2023, the BZA held a second public hearing on the Application. During the public hearing, the BZA requested Vertical Bridge to submit additional materials for the BZA’s consideration before the BZA can take action on the Application;

WHEREAS, on August 1, 2023, the Parties entered into a Second Amendment, which extended the shot clock through October 31, 2023;

WHEREAS, on October 11, 2023, the Parties entered into a Third Amendment, which extended the shot clock through January 31, 2024;

WHEREAS, the Parties agree that additional time is needed beyond January 31, 2024, for Vertical Bridge to submit additional materials for the BZA to take action on the Application, and to schedule the continued hearing on the Application on the BZA agenda;

WHEREAS, the Parties continue to desire to avoid or at least delay potential litigation arising from the additional time needed for Vertical Bridge to submit the applicable materials requested by the BZA, for County staff to review the additional materials, and for the required public hearing(s) to consider the Application to occur; and

In consideration of the promises of the Parties, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties further agree as follows:

1. The running of any applicable statute of limitations or similar defenses, such as laches, that may apply to any Party's claim(s) pertaining to the Application (County of Sonoma File # UPE22-0051), in whatever capacity, including under 47 U.S.C. section 332(c)(7)(B)(ii) & (v), arising from the above-described circumstances shall be tolled as of April 14, 2023, and shall remain tolled until Tuesday, April 30, 2024.

2. The County's review of the Application (County of Sonoma File # UPE22-0051) was still, as of April 14, 2023, within the requisite "shot clock" as defined by federal law and regulations. The Parties agree to toll the passage of such "shot clock" until Tuesday, April 30, 2024.

3. Vertical Bridge agrees not to initiate any administrative or judicial proceeding or appeal, pertaining to the Application before Tuesday, April 30, 2024.

4. Except as expressly amended and modified in this Fourth Amendment, the other terms of the Parties' Tolling Agreement remain in force and are applicable to the Parties. To the extent there are any conflicts or inconsistency between the terms and provisions of this Fourth Amendment and the Tolling Agreement, the terms and provisions of this Fourth Amendment shall control and govern the rights and obligations of the Parties.

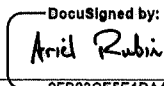
DATED: ^{Feb.} January 1, 2024

COUNTY OF SONOMA

By: 
Ivan Jimenez, Deputy County Counsel

DATED: January 2, 2024
2/1/2024

VB BTS II, LLC

By 
Its: VP Tower Development,
Ariel Rubin, P.E.

FIFTH AMENDMENT TO TOLLING AGREEMENT

This Fifth Amendment to Tolling Agreement (“Fifth Amendment”) is entered into as of April 11, 2024, between the County of Sonoma (“County”) and VB BTS II, LLC (“Vertical Bridge”). County and Vertical Bridge are sometimes individually referred to in this Agreement as a “Party” and are sometimes referred to collectively as the “Parties.”

WHEREAS, the Parties entered into a Tolling Agreement effective April 14, 2023, regarding Vertical Bridge’s application submitted to the County for an unoccupied wireless telecommunications facility to be located at 9300 Mill Station Road, Sebastopol, CA, County of Sonoma File # UPE22-0051 (“Application”);

WHEREAS, the Tolling Agreement extended the time for the County to act on the Application, which is within 150 days after submittal of the Application (“the shot clock”) under the federal Telecommunications Act, until July 31, 2023;

WHEREAS, the Application was presented to the Sonoma County Board of Zoning Adjustments (“BZA”) in March 2023 during a public hearing. During the public hearing, the BZA requested Vertical Bridge to submit additional materials for the BZA to take action on the Application;

WHEREAS, on June 27, 2023, the Parties entered into a First Amendment, which extended the shot clock through August 31, 2023;

WHEREAS, on July 27, 2023, the BZA held a second public hearing on the Application. During the public hearing, the BZA requested Vertical Bridge to submit additional materials for the BZA’s consideration before the BZA can take action on the Application;

WHEREAS, on August 1, 2023, the Parties entered into a Second Amendment, which extended the shot clock through October 31, 2023;

WHEREAS, on October 11, 2023, the Parties entered into a Third Amendment, which extended the shot clock through January 31, 2024;

WHEREAS, on February 1, 2024, the Parties entered into a Fourth Amendment, which extended the shot clock through April 30, 2024;

WHEREAS, the Parties agree that additional time is needed beyond April 30, 2024, for the BZA to take action on the Application and to schedule the continued hearing on the Application on the BZA agenda;

WHEREAS, the Parties continue to desire to avoid or at least delay potential litigation arising from the additional time needed for Vertical Bridge to submit the applicable materials requested by the BZA, for County staff to review the additional materials, and for the required public hearing(s) to consider the Application to occur; and

In consideration of the promises of the Parties, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties further agree as follows:

1. The running of any applicable statute of limitations or similar defenses, such as laches, that may apply to any Party’s claim(s) pertaining to the Application (County of Sonoma File # UPE22-0051), in whatever capacity, including under 47 U.S.C. section 332(c)(7)(B)(ii) & (v), arising from the above-described circumstances shall be tolled as of April 14, 2023, and shall remain tolled until Friday, June 28, 2024.

2. The County’s review of the Application (County of Sonoma File # UPE22-0051) was still, as of April 14, 2023, within the requisite “shot clock” as defined by federal law and regulations. The Parties agree to toll the passage of such “shot clock” until Friday, June 28, 2024.

3. Vertical Bridge agrees not to initiate any administrative or judicial proceeding or appeal, pertaining to the Application before Friday, June 28, 2024.

4. Except as expressly amended and modified in this Fifth Amendment, the other terms of the Parties’ Tolling Agreement remain in force and are applicable to the Parties. To the extent there are any conflicts or inconsistency between the terms and provisions of this Fifth Amendment and the Tolling Agreement, the terms and provisions of this Fifth Amendment shall control and govern the rights and obligations of the Parties.

DATED: April 11, 2024

COUNTY OF SONOMA

By: Ivan Jimenez
Ivan Jimenez, Deputy County Counsel

DATED: April , 2024
4/10/2024

VB BTS II, LLC

By: Ariel Rubin
Its: VP Tower Development,
Ariel Rubin, P.E.

DocuSigned by:
Ariel Rubin
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