

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	June 19, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Sixth Amendment to Communication Tower Joint Use Agreement with New Cingular Wireless PCS, LLC, (R96-972D) for the County Communication Tower at Forest Hill Boulevard and the Turnpike;

B) an Eighth Amendment to Communication Tower Agreement with New Cingular Wireless PCS, LLC, (R99-312D) for the County Communication Tower at 20 Mile Bend; and

C) a Second Amendment to Communication Tower Joint Use Agreement (R96-1077D) with New Cingular Wireless PCS, LLC for the tower site located at 8130 N. Jog Road in West Palm Beach.

Summary: The County and New Cingular Wireless PCS, LLC (AT&T) co-locate on these three County-owned towers. Each of these Amendments will allow both parties to install new equipment on the towers and modify the Frequency Lists and Tower Loading exhibits to reflect frequency and equipment changes necessary to provide for the County's wireless networks as well as AT&T's 4G-LTE service. AT&T will provide all required structural modifications to maintain the tower's loading capacity for the County's as well as its own current, previously reserved, and future equipment. The cost for AT&T to provide the structural modifications associated with the County's equipment at Forest Hill is estimated to be in excess of \$15,000. Each party will obtain all necessary permits and governmental approvals associated with its modifications and all equipment installations will be made at each party's sole cost. There will be no service interruptions to the County's or AT&T's operations. The amendment also updates the access section to identify the properties as critical facilities requiring additional documentation for unescorted access, modifies the Non-Discrimination section to include a prohibition against discrimination on the basis of gender identity, expression, or familial status, and adds a provision regarding the Inspector General. All other terms of the Agreements remain unchanged. **(PREM) District 6, 2, Countywide (HJF)**

Background and Justification: The Board approved the Agreement for the Forest Hill Tower site on July 16, 1996 (R96-972D), the 20 Mile Bend Tower on February 23, 1999 (R99-31D), and the N. Jog

(continued on page 3)

Attachments:

1. Location Maps
2. Sixth Amendment to Communication Tower Joint Use Agreement (WP-30 Forest Hill)
3. Eight Amendment to Communication Tower Agreement (WP-46 20 Mile Bend)
4. Second Amendment to Communication Tower Joint Use Agreement (ANW N. Jog Road)

Recommended By:


Department Director

5/25/12
Date

Approved By:


County Administrator

6/18/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-\$0-</u> <i>* See below</i>	<u>-\$0-</u>	<u>-\$0-</u>	<u>-\$0-</u>	<u>-\$0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

** NO FISCAL IMPACT*

C. Departmental Fiscal Review: _____ *5-31-12*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] *6/8/12*
OFMB *for Contract Development and Control*
Barbara Wheeler 6-15-12

B. Legal Sufficiency:

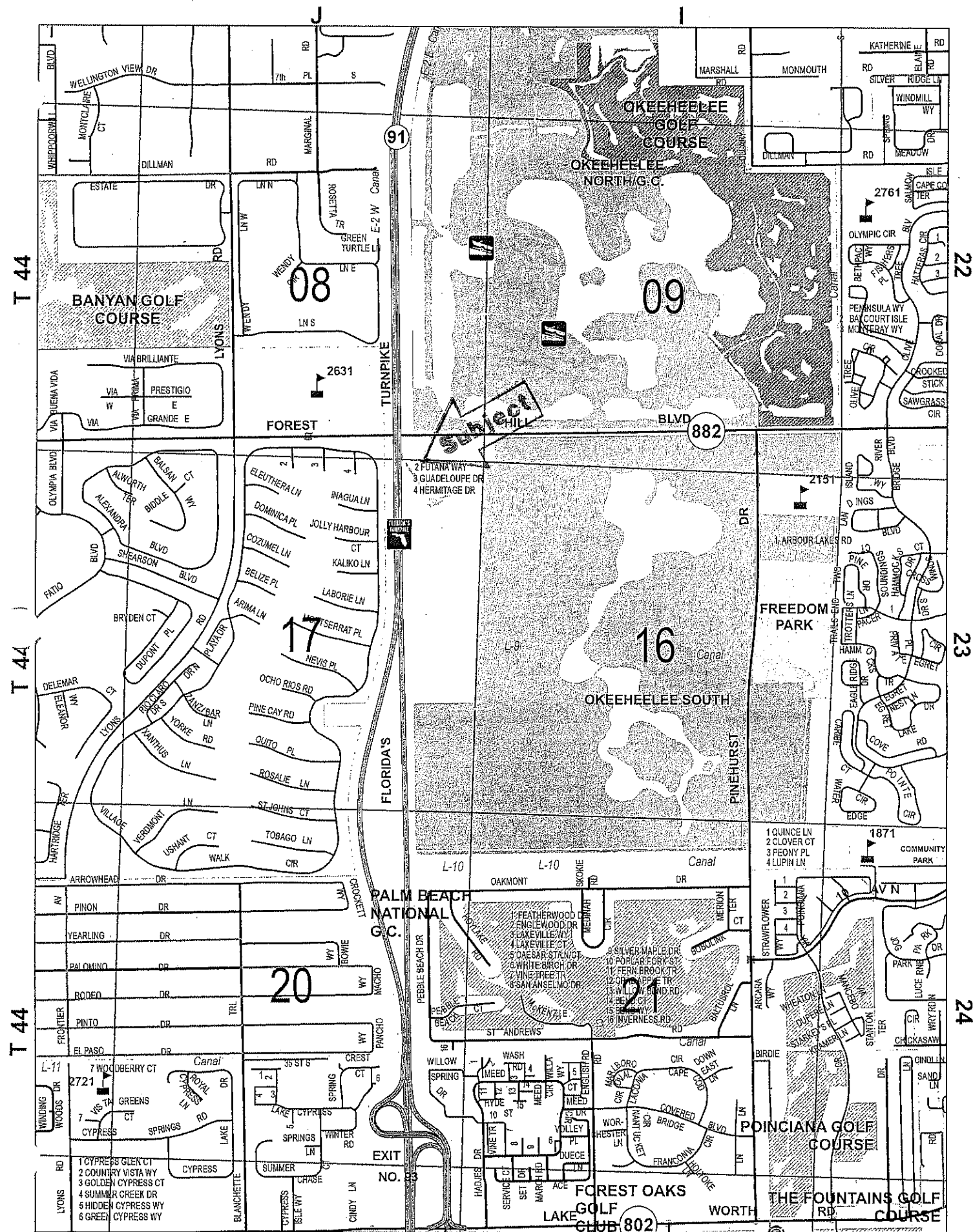
[Signature] *6/18/12*
Assistant County Attorney

C. Other Department Review:

Department Director

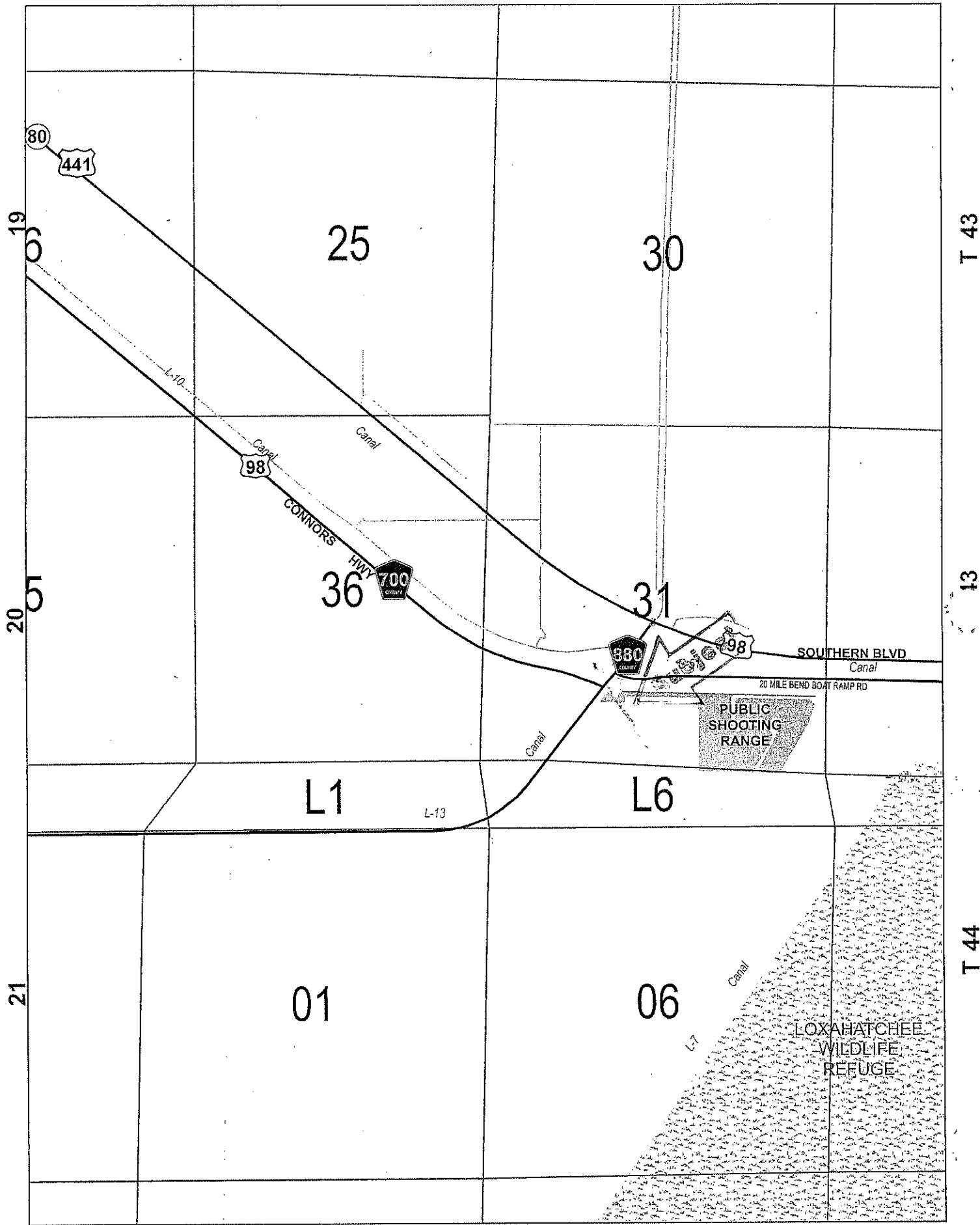
This summary is not to be used as a basis for payment.

Background and Justification (cont.): Road tower site on August 20, 1996 (R96-1077D). The Board has previously approved various amendments to all Agreements for the purposes of equipment modifications, generator installations, and updates to the Notice provisions. The current modifications proposed for these amendments have been reviewed and approved by the Electronic Services and Security Division. The installation of new equipment at these tower sites is necessary to support the County's future radio fixed network, ISS equipment, and AT&T's 4G services. AT&T is an entity registered with the Federal Securities Exchange Commission whose interest is for sale to the general public. Florida Statutes does not require that a Disclosure of Beneficial Interests be obtained.



WP-30 Forest Hill (A)

LOCATION MAP



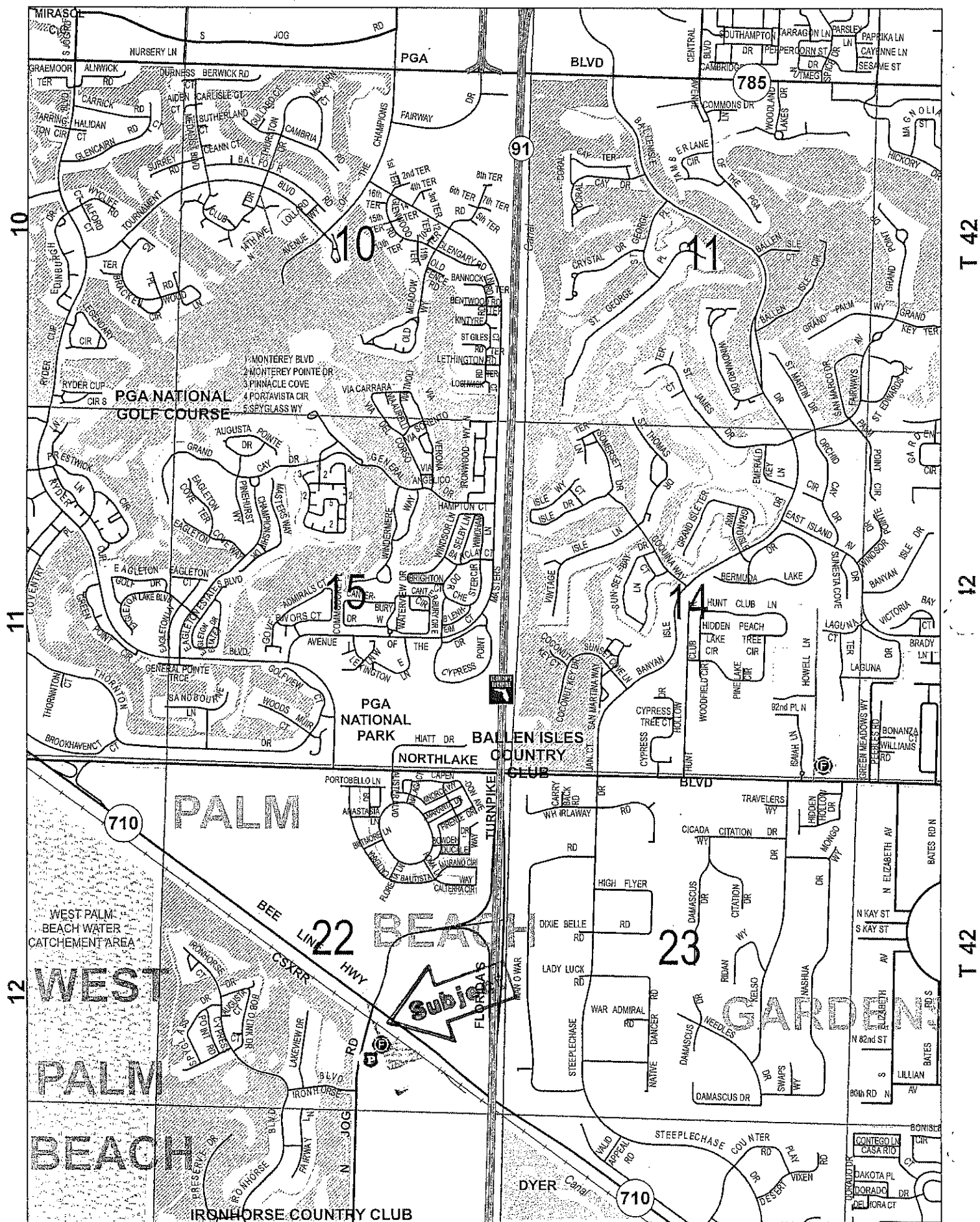
WP-46 20 Mile Bend (B)

LOCATION MAP



H

G



H

G

ANW Jog Road Clock Tower (C)

LOCATION MAP

II

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**SIXTH AMENDMENT TO
COMMUNICATION TOWER JOINT USE AGREEMENT**

between

**PALM BEACH COUNTY,
a political subdivision of the State of Florida**

and

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

Forest Hill Tower

Exhibit:

**Exhibit "C" - Tower Antenna Configuration
Exhibit "D" - Frequency List**

**SIXTH AMENDMENT TO
COMMUNICATION TOWER JOINT USE AGREEMENT**

THIS SIXTH AMENDMENT TO COMMUNICATION TOWER JOINT USE AGREEMENT (R96-972-D) (the "Sixth Amendment"), is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as ("County"), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Florida, Inc., a Florida corporation ("AT&T").

WITNESSETH:

WHEREAS, County and AT&T Wireless Services of Florida, Inc., entered into that certain Communication Tower Joint Use Agreement dated July 16, 1996 (R96-972-D) (the "Agreement"), for the construction of a 400-foot self supported communications tower upon the Property at Forest Hill Blvd and the Turnpike, which Agreement has been amended; and

WHEREAS, the **FIRST AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2002-0767)** allowed AT&T to make additions and improvements to their antennae and equipment; and

WHEREAS, the **SECOND AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2003-1068)** allowed AT&T to install 2 new antennae and 2 new amplifiers to upgrade their third generation equipment; and

WHEREAS, the **THIRD AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2006-0352)** acknowledged that AT&T Wireless Services of Florida, Inc., through a succession of mergers merged into New Cingular Wireless PCS, LLC, and New Cingular Wireless PCS, LLC, agreed to be bound by all of the terms and conditions of the Agreement, as amended; acknowledged that County installed an additional emergency backup generator at the tower site; and allowed AT&T to upgrade its antenna and equipment; and

WHEREAS, the **FOURTH AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2006-0855)** allowed the County to modify the Tower in order to support the deployment of a countywide paging system by the Palm Beach County Fire Rescue Department; and

WHEREAS, the **FIFTH AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2008-1477)** allowed the County to install new equipment and update the tower frequencies in connection with County's re-banding of the 800 MHz frequency; and

WHEREAS, both County and AT&T wish to modify their tower equipment and tower frequencies and revise Exhibits "C" and "D" to reflect those modifications, and County wishes to incorporate certain language into the Agreement; and

WHEREAS, an updated structural study and intermodulation study were performed, and County and AT&T acknowledge and agree that the changes contemplated herein will not interfere with the frequencies of users on the Tower but will affect the structural capacity of the Tower; and

WHEREAS, AT&T has agreed to pay for all structural changes to the Tower in exchange for additional antenna space on the Tower; and

WHEREAS, the parties hereto desire to amend the Agreement, as amended, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Sixth Amendment shall have the same meaning and effect as in the Agreement, as amended.

2. Exhibit "C" (Tower Antenna Configuration) of the Agreement is hereby replaced with Exhibit "C" (Tower Antenna Configuration) attached hereto.

3. Exhibit "D" (Frequency List) of the Agreement is hereby replaced with Exhibit "D" (Frequency List) attached hereto.

4. AT&T shall, at its sole cost and expense, make all structural changes to the Tower required for support of County's and AT&T's equipment modifications. In exchange for AT&T providing the structural changes required to support County's equipment, AT&T shall receive an additional elevation slot at 90'. All plans shall be approved and all work shall be done in compliance with the terms of the Agreement.

5. Section 3.07, Non-Discrimination, is hereby modified to include a prohibition against discrimination on the basis of gender identity or expression, or familial status.

6. Article X, Access, is hereby modified to add the following:

The Property is identified as a "critical facility" by Palm Beach County Resolution No. R2003-1274, and is therefore subject to a heightened level of security. Any person not employed by County requiring unescorted access to the Property is subject to a fingerprint based criminal history records check and must receive clearance for unescorted access from County, by its Electronic Services & Security Division (ESS), as provided for in Palm Beach County Ordinance 2003-030. AT&T shall be responsible for ensuring that any employee or contractor who has not been cleared for unescorted access to the Property by ESS is accompanied at all times by an escort approved by ESS.

7. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

8. This Sixth Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

9. Except as modified by this Sixth Amendment and previous amendments, the Agreement, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.

IN WITNESS WHEREOF, County and AT&T have executed this Sixth Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

NEW CINGULAR WIRELESS PCS,
LLC, a Delaware limited liability
company

WITNESS:

Bill Hughes
Witness Signature

Bill Hughes
Print Witness Name

Horst M. Krissel
Witness Signature

HORST M. KRISSEL
Print Witness Signature

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

WITNESSES:

Signature of Witness

Print Name of Witness

Signature of Witness

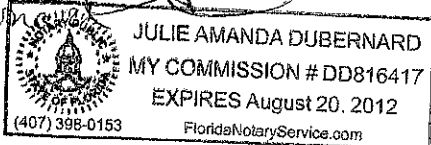
Print Name of Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

By: AT&T Mobility Corporation, its
Manager

Debbie Lewis
Debbie Lewis, Area Manager,
Construction and Engineering

5/2/12
Julie Dubernard


PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Shelley Vana, Chair

(SEAL)

APPROVED AS TO TERMS
AND CONDITIONS

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT “C”
Tower Antenna Configuration



EXHIBIT "C"

FOREST HILL TOWER ANTENNA SCHEDULE

ANT#	ANTENNA TYPE	FRQ	USE	MOUNT	MFR	MOUNTING HEIGHT	STAND OFF	AZIMUTH	LEG	CABLE	TX FREQ
1	BMR-12H	CELWAVE	COUNTY 800 MHZ RX	CUSTOM	PATE INC	400'	4'	OMNI	TOP	LDF5-50	RX ONLY
2	BMR-12H	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	PATE INC	370'	6'	OMNI	NE	LDF6-50	851-866 MHZ
3	BMR-12H	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	PATE INC	370'	6'	OMNI	NE	LDF6-50	851-866 MHZ
4	BMR-12H	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	PATE INC	370'	6'	OMNI	NW	LDF6-50	851-866 MHZ
5	BMR-12H	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	PATE INC	370'	6'	OMNI	NW	LDF6-50	851-866 MHZ
6	DB-264A	DECIBEL	PBC CERT (FUTURE)	S-600	ANDREW	370'	6'	OMNI	S	LDF5-50	154.650MHz
7	DB810E-PS	ANDREW	PBC 700MHz (FUTURE)	S-600	ANDREW	340'	6'	OMNI	NE	LDF6-50	700 MHZ (NOTE 1)
(1) 8A	LNK-6512DS-T4M	Compscope	PBC 700MHz (FUTURE)	S-600	ANDREW	315'	6'	Dir	S	LDF6-50	700 MHZ (NOTE 1)
(1) 8B	LNK-6512DS-T4M	Compscope	PBC 700MHz (FUTURE)	S-600	ANDREW	315'	6'	Dir	NE	LDF6-50	700 MHZ (NOTE 1)
(1) 8C	LNK-6512DS-T4M	Compscope	PBC 700MHz (FUTURE)	S-600	ANDREW	315'	6'	Dir	NW	LDF6-50	700 MHZ (NOTE 1)
9	DB636C	DECIBEL	PBCFR COUNTYWIDE PAGING	B3116	VALMONT	340'	6'	OMNI	S	LDF5-50	453.1500
**10	DB-420	DECIBEL	EMS MED COM RX	SA3XXLP	ROHN	315' (C 1280' (F)	5'	OMNI	S	LDF5-50	RX ONLY
11	DB-809KT3E-XC	ANDREW	COUNTY800MHZ CONV. RPT	S600	ANDREW	280'	6'	OMNI	NE	LDF5-50	809.735MHz
12	DB-420	DECIBEL	FIRE RESCUE CMD REPEATER	SA3XXLP	ROHN	265'	5'	OMNI	S	LDF5-50	453.1500
13	DB-264A	DECIBEL	FIRE RESCUE VHF RPTR	SA3XXLP	ROHN	235'	5'	OMNI	S	LDF5-50	154.0700
14	DB-264A	DECIBEL	SHERIFF RX spare	SA3XXLP	ROHN	205'	5'	OMNI	S	LDF5-50	-
15	DB-420	DECIBEL	FIRE RESCUE BACK UP ANT	SA3XXLP	ROHN	205'	5'	OMNI	NW	LDF5-50	453.1500
16A	PAR6-59	ANDREW	COUNTY MICROWAVE	4' PIPE	CUSTOM	195'	N/A	179	S	EW-52	6034.15 MHz
16B	AU-ANT-17-90	ALVARION	PBC PTP ODU ANTENNA	CUSTOM	CUSTOM	195'	N/A	TBD	S	CAT5	5.1-5.8 GHz
17	TDF-6322A	MOTOROLA	COUNTY TEST ANTENNA	2' PIPE	CUSTOM	185'	N/A	OMNI	NW	LDF5-50	800MHZ
18	PAR6-65A	ANDREW	COUNTY MICROWAVE	4' PIPE	CUSTOM	185'	N/A	179	S	EW-63	6034.15 MHz
19A	PAR6-65ARF	ANDREW	COUNTY MICROWAVE	4' PIPE	CUSTOM	165'	N/A	281	NW	EW-63	6865.00 MHz
19B	AU-ANT-17-90	ALVARION	PBC PTP ODU ANTENNA	CUSTOM	CUSTOM	165'	N/A	TBD	NW	CAT5	5.1-5.8 GHz
20	PAR6-65A	ANDREW	SHERIFF MICROWAVE	4' PIPE	CUSTOM	155'	N/A	80	NE	EW-63	6716.00MHZ
(2) 21	UHX6-65-P4A	ANDREW	SHERIFF MICROWAVE	4' PIPE	CUSTOM	155'	N/A	282	NW	EW-63	6785.00MHZ
22	PAR6-59	ANDREW	COUNTY MICROWAVE	4' PIPE	CUSTOM	150'	N/A	61	NE	EW-52	5974.85 MHz
23	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145'	N/A	350	N	LDF7-50	869-891 MHZ
24	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145'	N/A	110	NE	LDF7-50	869-891 MHZ
25	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145'	N/A	230	SW	LDF7-50	1848-1948 MHZ
26	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145'	N/A	350	N	LDF7-50	869-891 MHZ
27	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145'	N/A	110	NE	LDF7-50	869-891 MHZ
28	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145'	N/A	230	SW	LDF7-50	1848-1948 MHZ
29	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145'	N/A	350	N	LDF7-50	869-891 MHZ
30	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145'	N/A	110	NE	LDF7-50	869-891 MHZ
31	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145'	N/A	230	SW	LDF7-50	1848-1948 MHZ
32	PAR6-65A	ANDREW	SHERIFF MICROWAVE	4' PIPE	CUSTOM	135'	N/A	178	S	EW-63	6775.00MHZ
33	PAR6-65A	ANDREW	COUNTY MICROWAVE	4' PIPE	CUSTOM	130'	N/A	72	NE	EW-63	6845.00 MHz
34	DB-222	DECIBEL	COUNTY MOSCAD	B2183	MICROFLECT	105'	1'	OMNI	NW	LDF4-50	159.1500
35A *	800-10766-K	KATHREIN	AT&T WIRELESS	HS-400	ANDREW	90'	4'	345	N	DC & Fiber	688-894//1710-2170
35B *	RRUS-11	ERICSSON	AT&T WIRELESS		ERICSSON	90'	N/A	TBD		DC & Fiber	743

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EXHIBIT "C"

35C*	RRUS-11	ERICSSON	AT&T WIRELESS (FUTURE)		ERICSSON	90'	N/A	TBD		DC & Fiber	TBD
36A *	800-10766-K	KATHREIN	AT&T WIRELESS	HS-400	ANDREW	90'	4'	105	NE	DC & Fiber	689-894/1710-2170
36B*	RRUS-11	ERICSSON	AT&T WIRELESS		ERICSSON	90'	N/A	TBD		DC & Fiber	743
36C*	RRUS-11	ERICSSON	AT&T WIRELESS (FUTURE)		ERICSSON	90'	N/A	TBD		DC & Fiber	TBD
37A*	800-10766-K	KATHREIN	AT&T WIRELESS	HS-400	ANDREW	90'	4'	225	SW	DC & Fiber	689-894/1710-2170
37B*	RRUS-11	ERICSSON	AT&T WIRELESS		ERICSSON	90'	N/A	TBD		DC & Fiber	743
37C*	RRUS-11	ERICSSON	AT&T WIRELESS (FUTURE)		ERICSSON	90'	N/A	TBD		DC & Fiber	TBD

(1) Proposed to install future panel antennas # 8A, B & C (LNX-6512DS-T4M) in place of one (1) DB810E-PS at 315' level. Omni antenna DB810E-PS at 315' were include on Pate's Structure study dated April 3, 2012. New tower structural study is required when panel antennas LNX-6512DS-T4M are going to be installed on the tower.

(2) High performance MW dish type was in Pate's Structure study on April 3, 2012 . Currently is using Andrew PAR6-65A.

* Antenna mount on the same bracket .

** Future, antenna to be relocated from 315' to 280' level on S leg, one 700MHz panel antennas are installed. Currently, antenna DB420 at 315' was on Pate's Structure study dated April 3, 2012.

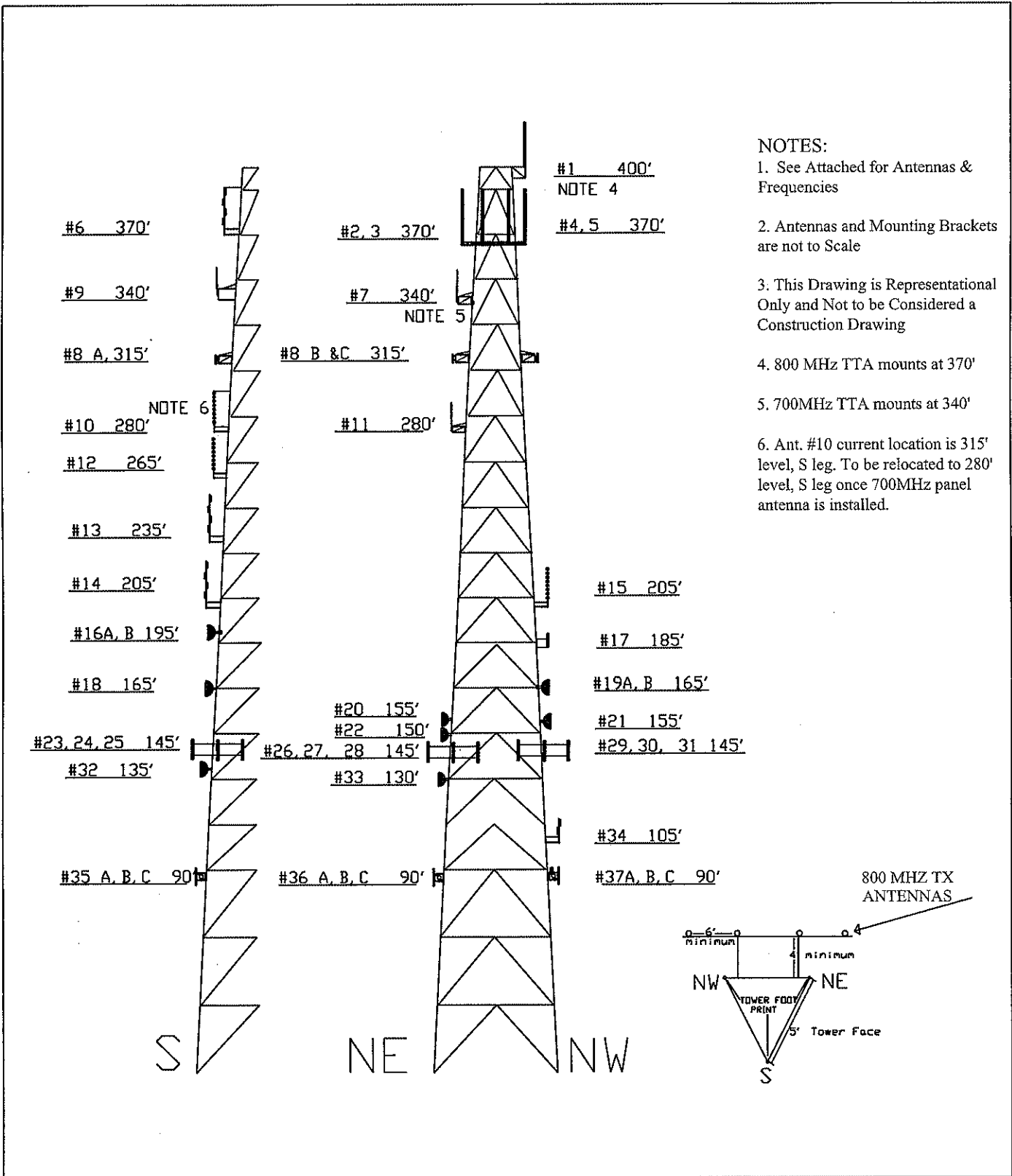
(C) CURRENT; (F) FUTURE.

NOTE 1: PALM BEACH COUNTY FUTURE PLAN 700MHZ FREQUENCIES					
Regional IO Project		700 Mutual Aid		700 Broadband	
TX	RX	TX	RX	TX	RX
770.7625	800.7625	769.24375	799.24375	758-763	788-793
772.2875	802.2875	769.74375	799.74375	Frequencies are in MHz.	
773.3875	803.3875	770.24375	800.24375		
773.9375	803.9375	770.99375	800.99375		
774.7375	804.7375	773.25625	803.25625		
		773.75625	803.75625		
		774.25625	804.25625		
		774.85625	804.85625		

4/24/2012

BP

EXHIBIT "C"
TOWER LOADING DIAGRAM



FOREST HILL SITE COMMUNICATIONS TOWER	NO.	REVISIONS	DATE
	1	ADD PBC CERT, 700MHz & PTP; ATT.	2-21-12
PALM BEACH COUNTY ELECTRONIC SERVICES & SECURITY DIVISION			
FILE: FILE\\SITES\\FORESTHILL\\FHTWR6.DWG			DATE: 02-21-12
			SHEET 1 OF 1

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EXHIBIT “D”
Frequency List

EXHIBIT "D"
PALM BEACH COUNTY ELECTRONIC SERVICE AND SECURITY DIVISION
800MH SYSTEM FREQUENCIES
SITE NAME: Forest Hill Tower
03-15-2012

TRANSMIT	RECEIVE	USER	NOTE
852.7625	807.7625	PBC 800MHz Trunked System	1
852.5750	807.5750	PBC 800MHz Trunked System	1
853.7250	808.7250	PBC 800MHz Trunked System	1
852.3750	807.3750	PBC 800MHz Trunked System	1
857.3125	812.3125	PBC 800MHz Trunked System	1
852.3250	807.3250	PBC 800MHz Trunked System	1
852.1000	807.1000	PBC 800MHz Trunked System	1
851.8500	806.8500	PBC 800MHz Trunked System	1
851.8250	806.8250	PBC 800MHz Trunked System	1
851.7500	806.7500	PBC 800MHz Trunked System	1
851.6250	806.6250	PBC 800MHz Trunked System	1
851.6000	806.6000	PBC 800MHz Trunked System	1
851.3500	806.3500	PBC 800MHz Trunked System	1
851.3250	806.3250	PBC 800MHz Trunked System	1
851.1250	806.1250	PBC 800MHz Trunked System	1
851.1000	806.1000	PBC 800MHz Trunked System	1
860.3375	815.3375	PBC 800MHz Trunked System	1
859.3375	814.3375	PBC 800MHz Trunked System	1
852.4000	807.4000	PBC 800MHz Trunked System	1
857.3375	812.3375	PBC 800MHz Trunked System	1
856.3375	811.3375	PBC 800MHz Trunked System	1
860.3125	815.3125	PBC 800MHz Trunked System	1
853.7000	808.7000	PBC 800MHz Trunked System	1
853.6500	808.6500	PBC 800MHz Trunked System	1
853.3750	808.3750	PBC 800MHz Trunked System	1
853.2250	808.2250	PBC 800MHz Trunked System	1
856.3125	811.3125	PBC 800MHz Trunked System	1
858.3125	813.3125	PBC 800MHz Trunked System	1
770.7625	800.7630	PBC 700MHz IO Project	(2)
772.2875	802.2880	PBC 700MHz IO Project	(2)
773.3875	803.3880	PBC 700MHz IO Project	(2)
773.9375	803.9380	PBC 700MHz IO Project	(2)
774.7375	804.7380	PBC 700MHz IO Project	(2)
769.2438	799.2440	PBC 700MHz Mutual Aid	(2)
769.7438	799.7440	PBC 700MHz Mutual Aid	(2)
770.2438	800.2440	PBC 700MHz Mutual Aid	(2)
770.9938	800.9940	PBC 700MHz Mutual Aid	(2)
773.2563	803.2560	PBC 700MHz Mutual Aid	(2)
773.7563	803.7560	PBC 700MHz Mutual Aid	(2)
774.2563	804.2560	PBC 700MHz Mutual Aid	(2)
774.8563	804.8560	PBC 700MHz Mutual Aid	(2)
758 thru 763	788 thru 793	PBC 700MH Broadband	(2)
5974	6226	PBC Digital Microwave	1
6034	6286	PBC Digital Microwave	1
6845	6685	PBC Digital Microwave	1
6868	6565	PBC Digital Microwave	1
6715	6545	PBC Analog Microwave	1
6785	6625	PBC Analog Microwave	1
6775	6615	PBC Analog Microwave	1
5.1 thru 5.8	-	PBC ISS PTP	(2)
809.735		PBC 800MHz Conv. RPT	1
453.1500	-	PBC FR Paging	1
159.1500	-	PBC MOSCAD	1
154.6500		PBC CERT	(2)
154.0700		PBCFR	1
875.5000		AT&T Mobility	1
876.5000		AT&T Mobility	1


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EXHIBIT "D"
PALM BEACH COUNTY ELECTRONIC SERVICE AND SECURITY DIVISION
800MH SYSTEM FREQUENCIES
SITE NAME: Forest Hill Tower
03-15-2012

881.5000		AT&T Mobility	1
886.5000		AT&T Mobility	1
1942.5000		AT&T Mobility	1
1947.5000		AT&T Mobility	1
889.1 Thru 893.9		AT&T Mobility	1
743		AT&T Mobility	(2)

Note 1: currently used; Note (2) future use.

DP

ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE		DATE (MM/DD/YYYY) 3/15/2009	
THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.			
PRODUCER NAME, CONTACT PERSON AND ADDRESS LOCKTON COMPANIES, LLC-N DALLAS 717 N. HARWOOD, LB#27 DALLAS TX 75201		PHONE (A/C, No, Ext): 214-969-6700 FAX (A/C, No): E-MAIL ADDRESS: COMPANY NAME AND ADDRESS The Insurance Company of the State of Pennsylvania 70 Pine Street New York NY 10270 NAIC NO: 19429	
CODE: AGENCY CUSTOMER ID #: ATTN01		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
NAMED INSURED AND ADDRESS 1002000 AT&T Inc. AT&T Mobility, LLC 1 AT&T Plaza, 208 S. Akard Dallas TX 75202		LOAN NUMBER POLICY NUMBER IMB 375 2635	
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 3/15/2009 EXPIRATION DATE 3/15/2010 <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
		THIS REPLACES PRIOR EVIDENCE DATED:	
PROPERTY INFORMATION (Use additional sheets if more space is required) EI			
LOCATION/DESCRIPTION 7800 WP030/JOG RD. 7800 FOREST HILL BLVD., FLORIDA TURNPIKE & FOREST HILLS BLVD. WEST PALM BEACH FL 33411			
COVERAGE INFORMATION CAUSE OF LOSS FORM BASIC BROAD SPECIAL X OTHER All Risk			
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 10,000,000 DED:			
YES NO			
BUSINESS INCOME / RENTAL VALUE X If YES, LIMIT: 10,000,000 X Actual Loss Sustained # of months: 24			
BLANKET COVERAGE X If YES, indicate amount of insurance on properties identified above: \$ 10,000,000			
TERRORISM COVERAGE X Attach signed Disclosure Notice / DEC			
IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY? X If YES, SUB LIMIT: DED:			
IS COVERAGE A STAND ALONE POLICY? X If YES, LIMIT: DED:			
DOES COVERAGE INCLUDE DOMESTIC TERRORISM? X If YES, SUB LIMIT: DED:			
COVERAGE FOR MOLD X If YES, LIMIT: See Remarks DED: See Remarks			
MOLD EXCLUSION (if "YES", specify organization's form used) X Manuscript form			
REPLACEMENT COST X			
AGREED AMOUNT X			
COINSURANCE X If YES, %			
EQUIPMENT BREAKDOWN (if Applicable) X If YES, LIMIT: Included DED:			
LAW AND ORDINANCE - Coverage for loss to undamaged portion of building X If YES, LIMIT: Included DED:			
- Demolition Costs X If YES, LIMIT: Included DED:			
- Incr. Cost of Construction X If YES, LIMIT: Included DED:			
EARTHQUAKE (if Applicable) X If YES, LIMIT: DED:			
FLOOD (if Applicable) X If YES, LIMIT: Included DED:			
WIND / HAIL (if Separate Policy) X If YES, LIMIT: Included DED:			
PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS X			
REMARKS - Including Special Conditions (Use additional sheets if more space is required)			
This policy insures against risk of direct physical loss or damage to the property Insured from Perils not otherwise excluded. Included in Blanket Property, both Real & Personal, EDP & Media, Accounts Receivable, Valuable papers & records, Business Interruption. **Limited Mold coverage per policy form.** PALM BEACH COUNTY IS NAMED AS LOSS PAYEE AS REQUIRED.			
CANCELLATION			
THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.			
ADDITIONAL INTEREST			
NAME AND ADDRESS 303986 PALM BEACH COUNTY 2633 VISTA PARKWAY WEST PALM BEACH FL 33411-5605		LENDER SERVICING AGENT NAME AND ADDRESS	
MORTGAGEE X LOSS PAYEE		AUTHORIZED REPRESENTATIVE 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
018566-GAW-CRT-12-13		INSURER(S) AFFORDING COVERAGE	
X Heffer X		INSURER A : Old Republic Insurance Co	
INSURED AT&T Corp. One AT&T Plaza Room 2731 Dallas, TX 75202		NAIC # 24147	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: CHI-004435188-01 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MWZY 59628	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ N/A
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			MWTB 21585	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC 117454 00	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: SITE INFORMATION: -SITE NAME WP030/FOREST HILL --FA #10070035

Palm Beach County, Florida is included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured. Waiver of Subrogation is provided as required by written contract and allowable by law.

CERTIFICATE HOLDER

Palm Beach County, Florida
Attn: Director Facilities Development
3323 Belvedere Road Building 503
West Palm Beach, FL 33406-1548

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee

AGENCY CUSTOMER ID: 018566
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED AT&T Corp. 208 South Akard Street Room 2731 Dallas, TX 75202
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage evidenced applies to Subsidiaries of AT&T Inc., EXCLUDING Pacific Bell Telephone Company, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., The Southern New England Telephone Company and BellSouth Telecommunications, LLC, WITH THE EXCEPTION OF Workers' Compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT
Self Insured Program Producer Information Is Not Applicable	NAME: Risk Management Phone (A/C, No. Ext): (214) 757-3769 Fax (A/C, No. Ext): (214) 746-2278 E-MAIL ADDRESS: sl2188@att.com
INSURED	INSURERS AFFORDING COVERAGE
AT&T Corp. 208 South Akard Street #2730.07 Dallas, TX 75202	INSURER A: Self Insured NAIC # N/A INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

Certificate expires one year from above issue date

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> FOLLOWS ISO FORM CG0001 <input type="checkbox"/> PRIMARY/NON-CONTRIB. APPLIES GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$N/A DAMAGE TO RENTED PREMISES (Ea occurrence) \$N/A MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$N/A GENERAL AGGREGATE \$N/A PRODUCTS - COMP/OP AGG \$N/A \$N/A
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> FOLLOWS ISO FORM CA 0001	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Each Occurrence) \$N/A BODILY INJURY (Per person) \$N/A BODILY INJURY (Per accident) \$N/A PROPERTY DAMAGE (Per accident) \$N/A
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$N/A AGGREGATE \$N/A \$N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	<input type="checkbox"/>				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$N/A E.L. DISEASE - EA EMPLOYEE \$N/A E.L. DISEASE - POLICY LIMIT \$N/A
	POLLUTION LEGAL LIABILITY/ENVIRONMENTAL REMEDIATION/CLEAN-UP LIABILITY/ENVIRONMENTAL IMPAIRMENT COVERAGE <input type="checkbox"/> PRIMARY/NON-CONTRIB. APPLIES	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$N/A AGGREGATE \$N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage for self-insurance follows latest version of forms listed above for each coverage.

RE: Site Information: Site Name WP030/Forest Hill FA#10070035

CERTIFICATE HOLDER

Palm Beach County, Florida
Attn: Director Communications Division
3323 Belvedere Road Building 503
West Palm Beach, FL 33406-1548

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AT&T Risk Management

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**EIGHTH AMENDMENT TO
COMMUNICATION TOWER AGREEMENT**

between

**PALM BEACH COUNTY,
a political subdivision of the State of Florida**

And

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

20 Mile Bend Tower

Exhibits:

**Exhibit "B" - Tower Loading Diagram
Exhibit "D" – Frequency List**

**EIGHTH AMENDMENT TO
COMMUNICATION TOWER AGREEMENT**

THIS EIGHTH AMENDMENT TO COMMUNICATION TOWER AGREEMENT (R99-312-D) (the "Eighth Amendment"), is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as ("County"), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Florida, Inc., a Florida corporation ("AT&T").

WITNESSETH:

WHEREAS, County is the owner of certain real property in Palm Beach County, Florida, located at 20 Mile Bend; and

WHEREAS, County constructed a 400-foot self-supporting communications tower upon the Property; and

WHEREAS, AT&T installed, operated and maintained AT&T cellular communications equipment on the Tower pursuant to a Communication Tower Agreement between County and AT&T dated February 23, 1999 (R99-312-D)(the "Agreement"), which Agreement has been amended; and

WHEREAS, the First Amendment to Communication Tower Agreement (R2002-0765) ("First Amendment") allowed AT&T to make additions and improvements to its antennas and equipment; and

WHEREAS, the Second Amendment to Communication Tower Agreement (R2003-1067) ("Second Amendment") allowed AT&T to make additions and improvements to its antennas and equipment; and

WHEREAS, the Third Amendment to Communication Tower Agreement (R2004 - 2499) ("Third Amendment") allowed AT&T to upgrade its antenna and equipment; and

WHEREAS, the Fourth Amendment to Communication Tower Agreement (R2005 - 1498) ("Fourth Amendment") allowed the County to relocate the antenna locations for two County users on the Tower; and

WHEREAS, the Fifth Amendment to Communication Tower Agreement (R2006-0856) ("Fifth Amendment") allowed County to modify the Tower in order to support the deployment of a countywide paging system by the Palm Beach County Fire Rescue Department; and

WHEREAS, the Sixth Amendment to Communication Tower Agreement (R2007-0955) ("Sixth Amendment") modified the Tower Site Plan exhibit to allow AT&T to install a generator on the Property; and

WHEREAS, the Seventh Amendment to Communication Tower Agreement (R2008-1478) ("Seventh Amendment") allowed County to install new equipment and update the Tower frequencies in connection with County's re-banding of the 800 MHz frequency; and

WHEREAS, AT&T Wireless Services of Florida, Inc., through a succession of mergers merged into New Cingular Wireless PCS, LLC, and New Cingular Wireless PCS, LLC, agreed to be bound by all of the terms and conditions of the Agreement, as amended; and

WHEREAS, both County and AT&T wish to modify their tower equipment and tower frequencies and revise Exhibits "B" and "D" to reflect those modifications, and County wishes to incorporate certain language into the Agreement; and

WHEREAS, an updated structural study and intermodulation study were performed, and County and AT&T acknowledge and agree that the changes contemplated herein will not interfere with the frequencies of users on the Tower but AT&T's modifications will affect the structural capacity of the Tower; and

WHEREAS, AT&T acknowledges that the structural changes to the Tower required by AT&T's modifications must be made at AT&T's sole cost and expense and in compliance with the terms of the Agreement; and

WHEREAS, the parties hereto desire to amend the Agreement, as amended, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms used in this Eighth Amendment shall have the same meaning and effect as in the Agreement, as amended.
2. Exhibit "B" (Tower Loading Diagram) of the Agreement, as amended, is hereby replaced with Exhibit "B" (Tower Loading Diagram) attached hereto.
3. Exhibit "D" (Frequencies) of the Agreement, as amended, is hereby replaced with Exhibit "D" (Frequencies) attached hereto.
4. Article IX, Access, is hereby modified to include the following:

The Property is identified as a "critical facility" by Palm Beach County Resolution No. R2003-1274, and is therefore subject to a heightened level of security. Any person not employed by County requiring unescorted access to the Property is subject to a fingerprint based criminal history records check and must receive clearance for unescorted access from County, by its Electronic Services & Security Division (ESS), as provided for in Palm Beach County Ordinance 2003-030. AT&T shall be responsible for ensuring that any employee or contractor who has not been cleared for unescorted access to the Property by ESS is accompanied at all times by an escort approved by ESS.

5. Section 12.01, Non-Discrimination, is hereby modified to include a prohibition against discrimination on the basis of gender identity or expression, or familial status.
6. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector

General including granting the Inspector General access to records relating to the agreement and transaction.

7. This Eighth Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

8. Except as modified by this Eighth Amendment and previous amendments, the Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, County and AT&T have executed this Eighth Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

WITNESS:

Bill Hughes
Signature

Bill Hughes
Print Witness Name

Horst M. Krissel
Signature

HORST M. KRISSEL
Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

WITNESSES:

Signature of Witness

Print Name of Witness

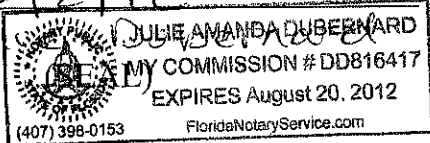
Signature of Witness

Print Name of Witness

NEW CINGULAR WIRELESS PCS,
LLC, a Delaware limited liability
company

By: AT&T Mobility Corporation, its
Manager

By: Debbie Lewis
Debbie Lewis
Title: Area Manager, Construction and
Engineering

Date: 5/2/12


PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Shelley Vana, Chair

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "B"
TOWER LOADING DIAGRAM

PALM BEACH COUNTY
ELECTRONIC SERVICES AND SECURITY DIVISION
"EXHIBIT B"

5/2/2012

20 Mile Bend Antenna Schedule

ANT. #	ANTENNA TYPE	MFR	USE	MOUNT	MFR	MOUNTING HEIGHT	STAND OFF	AZIMUTH	LEG	CABLE	TX FREQ	NOTE
* 1	903655-1	ULTRASCAN	CHANNEL 20 LIVE RETURN	CUSTOM	CUSTOM	400'	N/A	OMNI	TOP	LDF4-50	RX ONLY	1
2	BMR12-O	CELWAVE	COUNTY 800 MHZ RX	CUSTOM	CELWAVE	397'	6'	OMNI	SW	LDF6-50	RX ONLY	1
3	BMR12-O	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	370'	12'	OMNI	W FACE	LDF6-50	856-868 MHz	1
4	BMR12-O	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	370'	6'	OMNI	W FACE	LDF6-50	856-868 MHz	1
5	BMR12-O	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	370'	12'	OMNI	W FACE	LDF6-50	856-868 MHz	1
6	BMR12-O	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	370'	6'	OMNI	W FACE	LDF6-50	856-868 MHz	1
7	B24SAH-W	RFS	CHANNEL 20 MDS 1 WEST	CUSTOM	PIROD	365'	6'	230	NW	EW17	2496	1
*8	B24SAH-W	RFS	CHANNEL 20 MDS 2 WEST	CUSTOM	PIROD	365'	6'	230	SW	EW17	TBD	2
*9	DB-810E-PS	RFS	PBC Future 700MHz	CUSTOM	TBD	365'	6'	TBD	SW	LDF5-50	See Table 1	1
10	AP 742-266	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	310'	6'	325	NW	LDF7-50	869-891 MHz & 1848-1948 MHz	1
11	AP 742-266	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	310'	6'	325	NW	LDF7-50	869-891 MHz & 1848-1948 MHz	1
12	AP 742-266	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	310'	6'	250	SW	LDF7-50	869-891 MHz & 1848-1948 MHz	1
13	AP 742-266	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	310'	6'	250	SW	LDF7-50	869-891 MHz & 1848-1948 MHz	1
*14	DB-264A	DECIBEL	COUNTY VHF SPARE	CUSTOM	CUSTOM	280'	6'	OMNI	NW	TBD	TBD	1
*15	DB-264A	DECIBEL	COUNTY VHF SPARE	CUSTOM	CUSTOM	280'	6'	OMNI	SW	TBD	TBD	1
*16	PAR6-65A	ANDREW	COUNTY MICROWAVE	4.5' PIPE	CUSTOM	250'	N/A	TBD	NW	EWP-63	6565	1
*17	DB812K-XT	DECIBEL	COUNTY 800 SPARE	SA6XXPL	ROHN	215'	6'	OMNI	NW	LDF7-50	SPARE	1
*18	HPD6-11	RADIOWAVE	PBC ISS FUTURE	8' PIPE	ROHN	215'	6'	96	SW	WE90	10.7-11.7GHZ	2
*19	PAR6-65A	ANDREW	COUNTY MICROWAVE	4.5' PIPE	CUSTOM	210'	N/A	TBD	E	EWP-63	6565	1
*20	AP22 1850	SCALA	FUTURE PCS USER	CUSTOM	CUSTOM	195'	TBD	120	NW	LDF7-50	TBD	1
*21	AP22 1850	SCALA	FUTURE PCS USER	CUSTOM	CUSTOM	195'	TBD	120	NW	LDF7-50	TBD	1
*22	AP22 1850	SCALA	FUTURE PCS USER	CUSTOM	CUSTOM	195'	TBD	120	SW	LDF7-50	TBD	1
*23	AP22 1850	SCALA	FUTURE PCS USER	CUSTOM	CUSTOM	195'	TBD	120	SW	LDF7-50	TBD	1
*24	DB264A	DECIBEL	COUNTY VHF SPARE	SA6XXPL	ROHN	180'	6'	OMNI	NW	LDF5-50	TBD	1
25	PAR6-65A	ANDREW	PBSO MICROWAVE	4.5' PIPE	CUSTOM	170'	N/A	TBD	SW	EWP-63	6695	1
26	PAR6-65A	ANDREW	COUNTY MICROWAVE	4.5' PIPE	CUSTOM	160'	N/A	303	NW	EWP-63	6635 MHz	1
27	PAR6-59	ANDREW	COUNTY MICROWAVE	4.5' PIPE	CUSTOM	160'	N/A	263	SW	EWP-63	6286 MHz	1
28	PL4-65	ANDREW	COUNTY MICROWAVE	4.5' PIPE	CUSTOM	120'	N/A	303	NW	EWP-52	6635 MHz	1
29	PL4-59	ANDREW	COUNTY MICROWAVE	4.5' PIPE	CUSTOM	120'	N/A	263	SW	EWP-63	6286 MHz	1
30	DB-222	DECIBEL	MOSCAD	SA6XXPL	ROHN	100'	6'	OMNI	SW	LDF4-50	159.15	1
* 31	DL-2412	ANDREW	SFWM	TBD	TBD	80'	6'	TBD	SW	EW20	TBD	2
* 32	DL-2412	ANDREW	SFWM	TBD	TBD	80'	6'	TBD	NW	EW20	TBD	2
*33	DB-810E-PS	RFS	PBC Future 700MHz	CUSTOM	TBD	397'	6'	OMNI	E	LDF6-50	See table 1	1
34	B8SSV-W	RFS	CH 20 MDS1 - EAST	N/A	ANDREW	380'	N/A	100	E FACE	EW17	2502	1

PALM BEACH COUNTY
ELECTRONIC SERVICES AND SECURITY DIVISION
"EXHIBIT B"

5/2/2012

35	DB224	DECIBEL	EOC / RACES	SA6XXPL	ROHN	355'	6'	OMNI	E	LDF5-50	147.360 MHz	1
36	HMD16VW-05	ANDREW	CH 20 MDS2A - EAST	N/A	ANDREW	343'	N/A	E CARDIOD	E	EW17	2502	1
37	DB636C	DECIBEL	PBCFR PAGING	B3117	VALMONT	325'	8'	OMNI	E	LDF5-50	453.150	1
38	DB408	DECIBEL	EOC / RACES	SA6XXPL	ROHN	310'	6'	OMNI	E	LDF5-50	444.275 MHz	1
39	P6-59D	ANDREW	CHANNEL 20 MICROWAVE	4.5' PIPE	CUSTOM	300'	N/A	TBD	E	EWP63	6555	1
*40	DB812K-XT	DECIBEL	COUNTY 800 SPARE	SA6XXPL	ROHN	267'	6'	OMNI	E	LDF7-50	SPARE	1
41	PAR6-65A	ANDREW	COUNTY MICROWAVE	4.5' PIPE	CUSTOM	225'	N/A	76	E	EWP-63	6565 MHz	1
*42	DB420B	DECIBEL	PBSO, PBCFR, UHF RX	SA6XXPL	ROHN	210'	6'	OMNI	E	LDF5-50	TBD	1
43	DB420B	DECIBEL	WATER UTILITIES TELEMTRY	SA6XXPL	ROHN	187'	6'	OMNI	E	LDF5-50	460.5250/465.5250	1
44	PAR6-65A	ANDREW	COUNTY MICROWAVE	4.5' PIPE	CUSTOM	185'	N/A	76	E	EWP-63	6565 MHz	1
45	PAR8-65ARF	ANDREW	COUNTY MICROWAVE	4.5' PIPE	CUSTOM	165'	N/A	101	E	EWP-63	6685 MHz	1
46	AP-800-10121	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	150'	6'	90	E	LDF7-50	869-891 MHZ & 1848-1948 MHZ	1
47	AP-800-10121	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	150'	6'	90	E	LDF7-50	869-891 MHZ & 1848-1948 MHZ	1
**47A	800-10766	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	150'	6'	120	E	DC & FIBER CABLE	698-894MHZ & 1710-2170MHZ	1
**47B	RRUS-11	ERICSON	AT& T WIRELESS	CUSTOM	CUSTOM	150'	6'	120	E	DC & FIBER CABLE	743 MHZ (Center Frequency)	1
**47C	RRUS-11	ERICSON	AT&T WIRELESS (FUTURE)	CUSTOM	CUSTOM	150'	6'	120	E	DC & FIBER CABLE	TBD	1
**47D	800-10766	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	150'	6'	350	NW	DC & FIBER CABLE	698-894MHZ & 1710-2170MHZ	1
**47E	RRUS-11	ERICSON	AT& T WIRELESS	CUSTOM	CUSTOM	150'	6'	350	NW	DC & FIBER CABLE	743 MHZ (Center Frequency)	1
**47F	RRUS-11	ERICSON	AT&T WIRELESS (FUTURE)	CUSTOM	CUSTOM	150'	6'	350	NW	DC & FIBER CABLE	TBD	1
**47G	800-10766	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	150'	6'	230	SW	DC & FIBER CABLE	698-894MHZ & 1710-2170MHZ	1
**47H	RRUS-11	ERICSON	AT& T WIRELESS	CUSTOM	CUSTOM	150'	6'	230	SW	DC & FIBER CABLE	743 MHZ (Center Frequency)	1
**47I	RRUS-11	ERICSON	AT&T WIRELESS (FUTURE)	CUSTOM	CUSTOM	150'	6'	230	SW	DC & FIBER CABLE	TBD	1
48	PAR6-65A	ANDREW	PBSO MICROWAVE	4.5' PIPE	CUSTOM	140'	N/A	TBD	E	W63	6625	1
*49	730136	KATHREIN	FUTURE PCS USER	CUSTOM	CUSTOM	135'	TBD	90	E	LDF7-50	TBD	1
*50	730136	KATHREIN	FUTURE PCS USER	CUSTOM	CUSTOM	100'	TBD	90	E	LDF7-50	TBD	1
*51	730136	KATHREIN	FUTURE PCS USER	CUSTOM	CUSTOM	100'	TBD	90	E	LDF7-50	TBD	1
* 52	DL-2412	ANDREW	SFWM (Ref. 2007-05144.10.07)	CUSTOM	CUSTOM	80'	6'	TBD	E	EW20	TBD	2

* LISTED ANTENNAS NOT INSTALLED, REFERENCE FOR FUTURE TOWER USE.

** PROPOSED AT& T WIRELESS ANTENNAS TO BE INSTALLED ON THE TOWER AT 150' LEVEL.

NOTE 1: Structural enhancements provided in the structural study by Pate Engineering dated Dec. 13, 2011, necessary to retain the towers current structural capacity .

NOTE 2: Structural enhancements omitted from inclusion in the structural study provided by Pate Engineering dated Dec. 13, 2011.

PALM BEACH COUNTY
ELECTRONIC SERVICES AND SECURITY DIVISION
"EXHIBIT B"

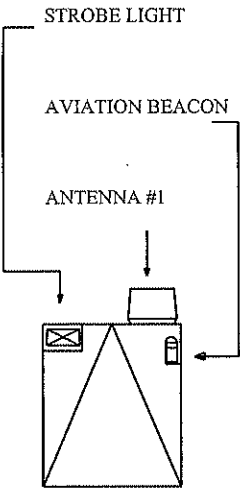
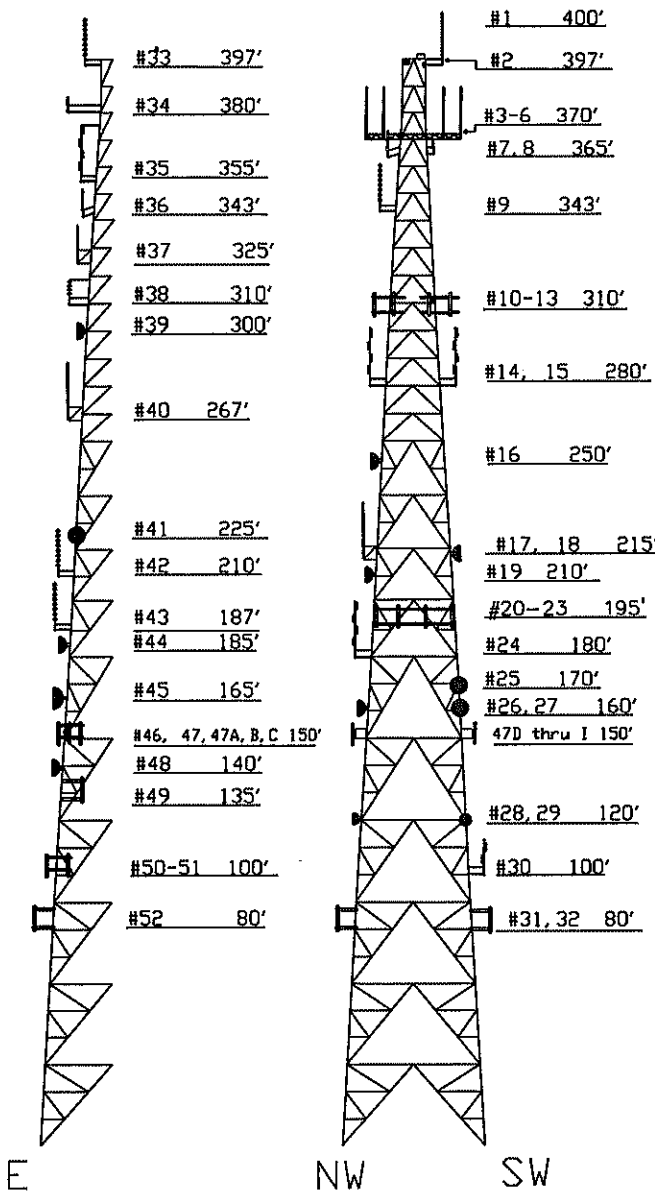
5/2/2012

Table 1: (PBC FUTURE PLAN FREQUENCIES)					
Regional IO project		700 Mutual Aid		700 Broad Band	
TX	RX	TX	RX	TX	RX
770.7625	800.763	769.2438	799.244	758-763	788-793
772.2875	802.288	769.7438	799.744		
773.3875	803.388	770.2438	800.244		
773.9375	803.938	770.9938	800.994		
774.7375	804.738	773.2563	803.256		
		773.7563	803.756		
		774.2563	804.256		
		774.8563	804.856		

EXHIBIT "B"
Tower Loading Diagram

NOTES:

- 1. SEE ATTACHED TABLE FOR ANTENNA AND CABLE DETAILS
- 2. THE DRAWING IS CONCEPTUAL ONLY AND NOT TO BE CONSIDERED A CONSTRUCTION DRAWING.
- 3. THE DRAWING IS NOT TO SCALE
- 4. THIS DRAWING IS FOR ENGINEERING PURPOSES ONLY
- 5. SITE LOCATION DETAILS:
 - LATITUDE : 23-41-03 N
 - LONGITUDE: 80-23-23 W
 - TOWER HEIGHT AGL: 400'
 - FACE WIDTH AT GROUND: 53'
 - SITE ELEVATION AMSL: 18'
 - TOWER ORIENTATION: E = 90 Degrees
SW = 210 Degrees
NW = 320 Degrees
- 6. THE TOWER TOP STROBE AND AVIATION BECON MUST BE MOUNTED BELOW THE #1 ANTENNA TO AVOID OBSTRUCTING RECEPTION FOR THE INTERNAL 360 DEGREE ROATING DISH



20 MILE BEND COMMUNICATIONS TOWER	NO.		REVISIONS		DATE
	1		ADDED COUNTY 800 MHZ TRS ANTENNAS		1/28/01
	2		ADD AT&T ANTENNAS		12/31/01
	3		ADD METRO PCS ANTENNAS		05/03/05
	4		ADD SO MW DISHES, WU, SFWM ANTENNAS		04/23/07
PALM BEACH COUNTY ELECTRONIC SERVICES AND SECURITY DIVISION	FILE: C:/Files/Sites/20MileBend/TowerExhibits/20MileTower3				DATE: 04/18/2012
					Sheet 1 of 1

OK

EXHIBIT "D"
FREQUENCIES

EXHIBIT "D"
PALM BEACH COUNTY ELECTRONIC SERVICE AND SECURITY DIVISION
800MH SYSTEM FREQUENCIES
SITE NAME: 20 Mile Bend
03-15-2012

TRANSMIT	RECEIVE	USER	NOTE
852.7625	807.7625	PBC 800MHz Trunked System	1
852.5750	807.5750	PBC 800MHz Trunked System	1
853.7250	808.7250	PBC 800MHz Trunked System	1
852.3750	807.3750	PBC 800MHz Trunked System	1
857.3125	812.3125	PBC 800MHz Trunked System	1
852.3250	807.3250	PBC 800MHz Trunked System	1
852.1000	807.1000	PBC 800MHz Trunked System	1
851.8500	806.8500	PBC 800MHz Trunked System	1
851.8250	806.8250	PBC 800MHz Trunked System	1
851.7500	806.7500	PBC 800MHz Trunked System	1
851.6250	806.6250	PBC 800MHz Trunked System	1
851.6000	806.6000	PBC 800MHz Trunked System	1
851.3500	806.3500	PBC 800MHz Trunked System	1
851.3250	806.3250	PBC 800MHz Trunked System	1
851.1250	806.1250	PBC 800MHz Trunked System	1
851.1000	806.1000	PBC 800MHz Trunked System	1
860.3375	815.3375	PBC 800MHz Trunked System	1
859.3375	814.3375	PBC 800MHz Trunked System	1
852.4000	807.4000	PBC 800MHz Trunked System	1
857.3375	812.3375	PBC 800MHz Trunked System	1
856.3375	811.3375	PBC 800MHz Trunked System	1
860.3125	815.3125	PBC 800MHz Trunked System	1
853.7000	808.7000	PBC 800MHz Trunked System	1
853.6500	808.6500	PBC 800MHz Trunked System	1
853.3750	808.3750	PBC 800MHz Trunked System	1
853.2250	808.2250	PBC 800MHz Trunked System	1
856.3125	811.3125	PBC 800MHz Trunked System	1
858.3125	813.3125	PBC 800MHz Trunked System	1
2496.000	2502.000	PBC CH20 BRS1	(2)
770.7625	800.7630	PBC 700MHz IO Project	(2)
772.2875	802.2880	PBC 700MHz IO Project	(2)
773.3875	803.3880	PBC 700MHz IO Project	(2)
773.9375	803.9380	PBC 700MHz IO Project	(2)
774.7375	804.7380	PBC 700MHz IO Project	(2)
769.2438	799.2440	PBC 700MHz Mutual Aid	(2)
769.7438	799.7440	PBC 700MHz Mutual Aid	(2)
770.2438	800.2440	PBC 700MHz Mutual Aid	(2)
770.9938	800.9940	PBC 700MHz Mutual Aid	(2)
773.2563	803.2560	PBC 700MHz Mutual Aid	(2)
773.7563	803.7560	PBC 700MHz Mutual Aid	(2)
774.2563	804.2560	PBC 700MHz Mutual Aid	(2)
774.8563	804.8560	PBC 700MHz Mutual Aid	(2)
758 thru 763	788 thru 793	PBC 700MH Broadband	(2)
6685	6845	PBC Digital Microwave	1
6286	6034	PBC Digital Microwave	1
6565	6868	PBC Digital Microwave	1
6635	6795	PBC Digital Microwave	1
6695	6855	PBC Analog Microwave	1
6625	6785	PBC Analog Microwave	1
6566	6726	PBC CH20 Microwave	1
10.7	11.7	PBC ISS PTP MW	(2)
453.1500	-	PBC FR Paging	1
159.1500	-	PBC MOSCAD	1
147.3600	147.9600	PBC RACES	1
444.275	449.2750	PBC RACES	1
460.5250	465.5250	PBC Water Utility Telemetry	1
875.5000		AT&T Mobility	1

BA

EXHIBIT "D"
PALM BEACH COUNTY ELECTRONIC SERVICE AND SECURITY DIVISION
800MH SYSTEM FREQUENCIES
SITE NAME: 20 Mile Bend
03-15-2012

876.5000		AT&T Mobility	1
881.5000		AT&T Mobility	1
886.5000		AT&T Mobility	1
1942.5000		AT&T Mobility	1
1947.5000		AT&T Mobility	1
889.1 Thru 893.9		AT&T Mobility	1
743		AT&T Mobility	(2)

Note 1: currently used; Note (2) future use.

OK

**SECOND AMENDMENT TO
COMMUNICATION TOWER JOINT USE AGREEMENT**

between

**PALM BEACH COUNTY,
a political subdivision of the State of Florida**

And

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

Successor by Merger to

BELLSOUTH MOBILITY, LLC

Successor By Conversion to BELLSOUTH MOBILITY, INC.

Exhibit:

- Exhibit "C" - Communication Equipment
- Exhibit "D" - Frequency List

**SECOND AMENDMENT TO
COMMUNICATION TOWER JOINT USE AGREEMENT**

THIS SECOND AMENDMENT TO COMMUNICATION TOWER JOINT USE AGREEMENT (R-96-1077D) ("Amendment"), is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as ("County"), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, ("AT&T"), Successor By Merger to **BELLSOUTH MOBILITY, LLC**, Successor By Conversion to **BELLSOUTH MOBILITY, INC.** a Georgia corporation licensed to do business in the State of Florida ("BMI").

WITNESSETH:

WHEREAS, County and BMI entered into that certain Communication Tower Joint Use Agreement dated August 20, 1996 (R-96-1077D) (the "Agreement") for the construction of a 192-foot free-standing three-sided antenna tower and accessory equipment building upon the Premises at the SE corner of Jog Road and the Bee Line Highway; and

WHEREAS, AT&T acquired and/or merged with and is the successor to BMI and agreed to be bound by all of the terms and conditions of the Agreement; and

WHEREAS, the First Amendment to Communication Tower Joint Use Agreement (R2006-0351) allowed AT&T to make additions and improvements to its antennas and equipment and revise Exhibit "C"; and

WHEREAS, both County and AT&T wish to modify their tower equipment and tower frequencies and revise Exhibits "C" and "D" to reflect those modifications, and County wishes to incorporate certain language into the Agreement; and

WHEREAS, County and AT&T acknowledge that updated structural and intermodulation studies were performed and no structural modifications to the tower are required to support changes contemplated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Second Amendment shall have the same meaning and effect as in the Agreement, as amended.
2. Exhibit "C" of the Agreement is hereby replaced with Exhibit "C" attached hereto and made a part hereof.
3. Exhibit "D" of the Agreement is hereby replaced with Exhibit "D" attached hereto and made a part hereof.
4. Section 3.07, Non-Discrimination, is hereby modified to include a prohibition against discrimination on the basis of gender identity or expression, or familial status.

5. Section 13.03, Notices, is hereby modified to change the addresses for County and AT&T to:

- (a) If to the County at:
Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

with a copy to:
Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

- (b) If to AT&T at:
New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #: ANW, Cell Site Name: ANW
FA No: 10023514
12555 Cingular Way, Suite 1300,
Alpharetta, GA 30004

with a copy to:
New Cingular Wireless PCS, LLC
Attn: Legal Department,
Re: Cell Site #: ANW, Cell Site Name: ANW
FA No: 10023514
1025 Lenox Park Blvd.
5th Floor
Atlanta, GA 30319

6. Article X, Access, is hereby modified to add the following:

The Property is identified as a "critical facility" by Palm Beach County Resolution No. R2003-1274, and is therefore subject to a heightened level of security. Any person not employed by County requiring unescorted access to the Property is subject to a fingerprint based criminal history records check and must receive clearance for unescorted access from County, by its Electronic Services & Security Division (ESS), as provided for in Palm Beach County Ordinance 2003-030. AT&T shall be responsible for ensuring that any employee or contractor who has not been cleared for unescorted access to the Property by ESS is accompanied at all times by an escort approved by ESS.

7. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector

General including granting the Inspector General access to records relating to the agreement and transaction.

8. Except as modified by this Second Amendment and the prior amendment, the Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and AT&T have executed this Second Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

WITNESS:



Witness Signature

Give Simon

Print Witness Name



Witness Signature

Bill Hughes

Print Witness Name

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Debbie Lewis

Debbie Lewis, Area Manager
Construction and Engineering

(SEAL)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Shelley Vana, Chair

(SEAL)

WITNESSES:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Audrey Wolf

Audrey Wolf, Director
Facilities Development & Operations

Exhibit "C"
Communication Equipment



EXHIBIT "C"

CLOCK TOWER ANTENNA SCHEDULE

ANT #	ANTENNA TYPE	MEGR	MOUNTING HEIGHT	TOWER LEG	AZIMUTH	TX FREQ	RX FREQ	USE
1	DB268	DECIBEL	110'	SW	OMNI	146.8800	146.2800	RACES - EOC
2, 3 & 4	800-10122	KATHREIN	175'	N	345	869-891 MHz & 1848-1948 MHz	824-848 MHz & 1848-1948 MHz	AT&T Wireless
5 & 6	800-10121	KATHREIN	148'	SE	105	869-891 MHz & 1848-1948 MHz	824-848 MHz & 1848-1948 MHz	AT&T Wireless
7 & 8	800-10122	KATHREIN	148'	SW	225	869-891 MHz & 1848-1948 MHz	824-848 MHz & 1848-1948 MHz	AT&T Wireless
9A	800-10766-K (1)	KATHREIN	148'	N	345	698-894MHZ; 1710- 2170MHZ	698-894MHZ; 1710- 2170MHZ	AT&T Wireless
9B	700MHz RRUS-11 (1)	ERICSSON	148'	N	345	743.0000	743.0000	AT&T Wireless
*9C	700MHz RRUS-11	ERICSSON	148'	N	345	TBD	TBD	AT&T Wireless
10A	800-10766-K (1)	KATHREIN	148'	SE	105	698-894MHZ; 1710- 2170MHZ	698-894MHZ; 1710- 2170MHZ	AT&T Wireless
10B	700MHz RRUS-11 (1)	ERICSSON	148'	SE	105	743.0000	743.0000	AT&T Wireless
*10C	700MHz RRUS-11	ERICSSON	148'	SE	105	TBD	TBD	AT&T Wireless
11A	800-10765-K (1)	KATHREIN	148'	SW	225	698-894MHZ; 1710- 2170MHZ	698-894MHZ; 1710- 2170MHZ	AT&T Wireless
11B	700MHz RRUS-11 (1)	ERICSSON	148'	SW	225	743.0000	743.0000	AT&T Wireless
*11C	700MHz RRUS-11	ERICSSON	148'	SW	225	TBD	TBD	AT&T Wireless
12	PL6-65D (2)	ANDREW	105'	SW	190	6595	5755	AT&T Wireless
*13	DB810E-PS	DECIBEL	155'	SW	OMNI	758-763MHz	788-793MHz	PBC BroadBand 700 MHz
14	AU-Ant-5G-17-90 (1)	Alvarion	180'	SE	Directional	5.310 GHz	5.310 GHz	PBC ISS PTP
*15	PL6-65D	ANDREW	120'	SE	TBD	6595	6755	PBC MICROWAVE
16	AU-Ant-5G-17-90 (1)	Alvarion	155'	N	Directional	5.310 GHz	5.310 GHz	PBC ISS PTP

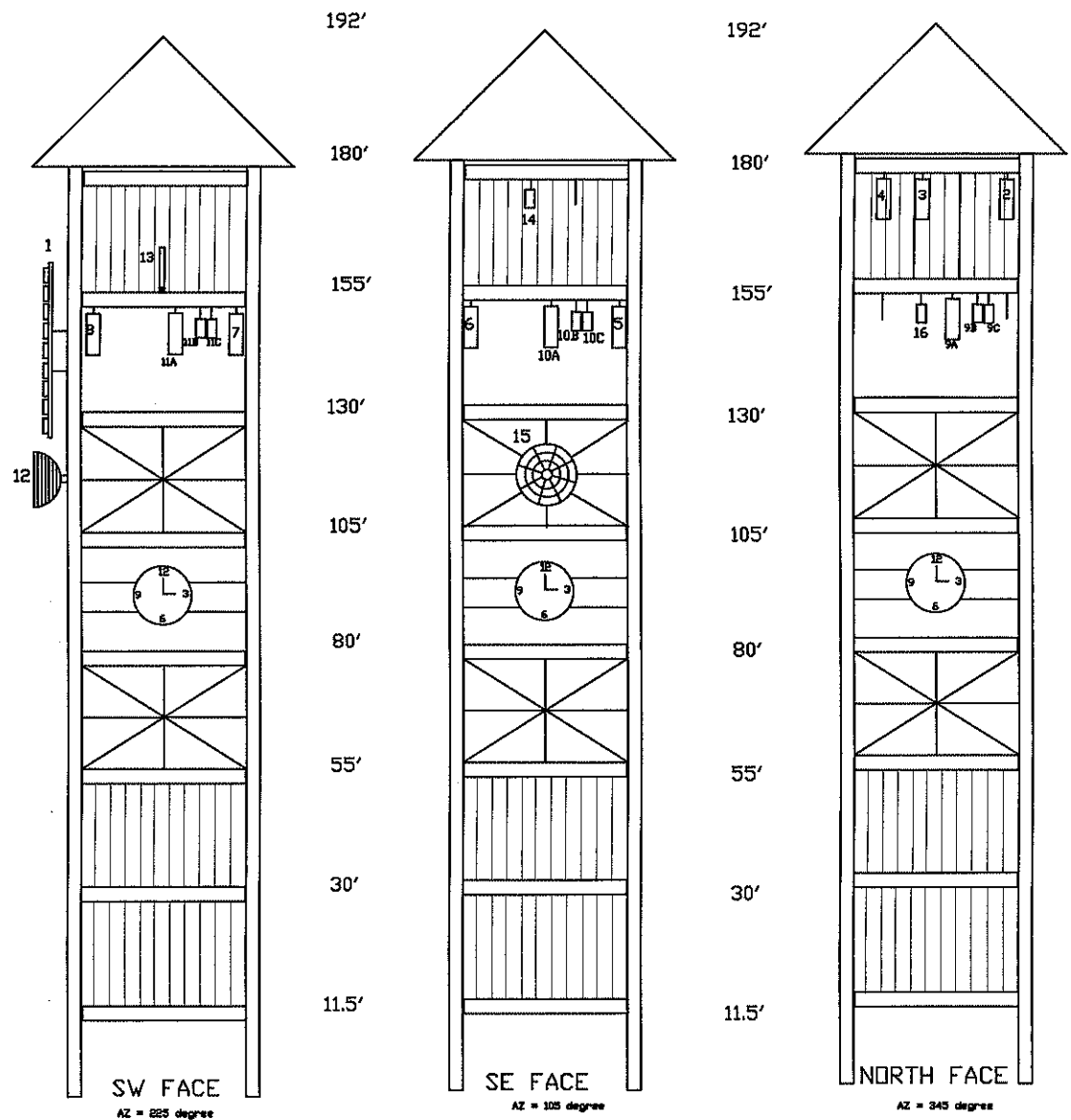
* Future use

(1) To be installed.

(2) Not active

PG 1 of 2

EXHIBIT "C"
(PAGE 2 OF 3)



NORTH COUNTY PUBLIC SAFETY CENTER COMMUNICATIONS TOWER	NO. REVISIONS		DATE
	1	Update drawing to reflect Palm Beach County's change in future use plans. (Reference Only)	6-26-03
	2	Update drawing to reflect Cingular Wireless change of antennas from DB848H105 to Kathrein Model: 800-10122 & 800-10121	8-17-05
	3	Proposed install PBC ISS PTP antennas.	12-02-11
PALM BEACH COUNTY ELECTRONIC SERVICES & SECURITY DIVISION	FILE: G:/Engineering/Sites/ClockTower/ClockTower.dwg		Date: 05-03-12

FOR

**Exhibit “D”
Frequency List**

EXHIBIT "D"

PALM BEACH COUNTY ELECTRONIC SERVICE AND SECURITY DIVISION

800MH SYSTEM FREQUENCIES

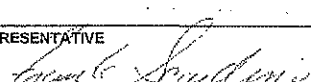
SITE NAME: Clock Tower

03-15-2012

TRANSMIT	RECEIVE	USER	NOTE
758 thru 763	788 thru 793	PBC 700MH Broadband	(2)
6595	6755	PBC Microwave	(2)
6595	5757	AT&T Microwave	(3)
5.3100	5.3100	PBC ISS PTP	(2)
146.8800	146.2800	PBC RACES	1
875.5000		AT&T Mobility	1
876.5000		AT&T Mobility	1
881.5000		AT&T Mobility	1
886.5000		AT&T Mobility	1
1942.5000		AT&T Mobility	1
1947.5000		AT&T Mobility	1
889.1 Thru 893.9		AT&T Mobility	1
743		AT&T Mobility	(2)

Note 1: currently used; Note (2) future use. The microwave frequencies listed are subject to change Based upon future utilization and design changes to the existing microwave system. Note (3) not in use.

RR

ACORD		EVIDENCE OF COMMERCIAL PROPERTY INSURANCE		DATE (MM/DD/YYYY) 6/5/2009																																																																																	
THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.																																																																																					
PRODUCER NAME, CONTACT PERSON AND ADDRESS LOCKTON COMPANIES, LLC-N DALLAS 717 N. HARWOOD, LB#27 DALLAS TX 75201		PHONE (A/C No. Ext): 214-969-6700 FAX (A/C No. Ext): E-MAIL ADDRESS:		COMPANY NAME AND ADDRESS The Insurance Company of the State of Pennsylvania 70 Pine Street New York NY 10270 NAIC NO: 19429																																																																																	
CODE:		SUB CODE:		IF MULTIPLE COMPANIES COMPLETE SEPARATE FORM FOR EACH																																																																																	
AGENCY CUSTOMER ID #: ATTIN01		NAMED INSURED AND ADDRESS 1002000 AT&T Inc. AT&T Mobility, LLC 1 AT&T Plaza, 208 S. Akard Dallas TX 75202		LOAN NUMBER POLICY NUMBER IMB 375 2635																																																																																	
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 3/15/2009		EXPIRATION DATE 3/15/2010 <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED																																																																																	
		THIS REPLACES PRIOR EVIDENCE DATED:																																																																																			
PROPERTY INFORMATION (Use additional sheets if more space is required) E1																																																																																					
LOCATION/DESCRIPTION 8130 SF ANW 8130 NORTH JOG ROAD WEST PALM BEACH FL 33412																																																																																					
COVERAGE INFORMATION CAUSE OF LOSS FORM BASIC BROAD SPECIAL X OTHER All Risk																																																																																					
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 10,000,000 DED:																																																																																					
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PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS		X																																																																																			
REMARKS - Including Special Conditions (Use additional sheets if more space is required) This policy insures against risk of direct physical loss or damage to the property insured from Perils not otherwise excluded. Included in Blanket Property, both Real & Personal, EDP & Media, Accounts Receivable, Valuable papers & records, Business Interruption. **Limited Mold coverage per policy form.** PALM BEACH COUNTY IS NAMED AS LOSS PAYEE AS REQUIRED.																																																																																					
CANCELLATION THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.																																																																																					
ADDITIONAL INTEREST																																																																																					
NAME AND ADDRESS 329864 PALM BEACH COUNTY BOCC PROPERTY & REAL ESTATE MANAGEMENT ATTN: DIRECTOR 2633 VISTA PARKWAY WEST PALM BEACH FL 33411-5605			LENDER SERVICING AGENT NAME AND ADDRESS JUN 23 2009																																																																																		
MORTGAGEE X LOSS PAYEE			AUTHORIZED REPRESENTATIVE 																																																																																		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
018566-GAW-CRT-12-13 X Heffer X	INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Co NAIC # 24147 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED AT&T Corp. One AT&T Plaza Room 2731 Dallas, TX 75202	

COVERAGES

CERTIFICATE NUMBER:

CHI-004435086-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		MWZY 59828	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MWTB 21585	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	MWC 117484 00	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: SITE NAME ANW/Jog Road Clock Tower-FA #10023514

Palm Beach County, Florida is included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured. Waiver of Subrogation is provided as required by written contract and allowable by law.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County, Florida Attn: Director Communications Division 3323 Belvedere Road Building 503 West Palm Beach, FL 33406-1548	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

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AGENCY CUSTOMER ID: 018566
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED AT&T Corp.	
POLICY NUMBER		208 South Akard Street Room 2731 Dallas, TX 75202	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage evidenced applies to Subsidiaries of AT&T Inc., EXCLUDING Pacific Bell Telephone Company, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., The Southern New England Telephone Company and BellSouth Telecommunications, LLC, WITH THE EXCEPTION OF Workers' Compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Self Insured Program Producer Information Is Not Applicable	CONTACT NAME: Risk Management Phone (A/C, No. Ext): (214) 757-3769 Fax (A/C, No. Ext): (214) 746-2278 E-MAIL ADDRESS: sl2188@att.com																		
INSURED AT&T Corp. 208 South Akard Street #2730.07 Dallas, TX 75202	<table><tr><th colspan="2">INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Self Insured</td><td>N/A</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr></table>	INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	Self Insured	N/A	INSURER B:			INSURER C:			INSURER D:			INSURER E:		
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INSURER A:	Self Insured	N/A																	
INSURER B:																			
INSURER C:																			
INSURER D:																			
INSURER E:																			

COVERAGES

Certificate expires one year from above issue date

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> FOLLOWS ISO FORM CG0001 <input type="checkbox"/> PRIMARY/NON-CONTRIB. APPLIES GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURENCE	\$N/A
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$N/A
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$N/A
							GENERAL AGGREGATE	\$N/A
							PRODUCTS - COMP/OP AGG	\$N/A
								\$N/A
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> FOLLOWS ISO FORM CA 0001	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Each Occurrence)	\$N/A
							BODILY INJURY (Per person)	\$N/A
							BODILY INJURY (Per accident)	\$N/A
							PROPERTY DAMAGE (Per accident)	\$N/A
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE	\$N/A
							AGGREGATE	\$N/A
								\$N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	<input type="checkbox"/>				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$N/A
							E.L. DISEASE - EA EMPLOYEE	\$N/A
							E.L. DISEASE - POLICY LIMIT	\$N/A
	POLLUTION LEGAL LIABILITY/ENVIRONMENTAL REMEDIATION/CLEAN-UP LIABILITY/ENVIRONMENTAL IMPAIRMENT COVERAGE <input type="checkbox"/> PRIMARY/NON-CONTRIB. APPLIES	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE	\$N/A
							AGGREGATE	\$N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage for self-insurance follows latest version of forms listed above for each coverage.

RE: Site Name: ANW/Jog Road Clock Tower - FA #10023514

CERTIFICATE HOLDER

Palm Beach County, Florida
Attn: Director Communications Division
3323 Belvedere Road Building 503
West Palm Beach, FL 33406-1548

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AT&T Risk Management

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ENTITY INFORMATION

Full Legal Name of Entity: New Cingular Wireless PCS, LLC

Entity Address: 1025 Lenox Park Blvd NE, Atlanta, GA 30319

State of Incorporation/Formation: Delaware

Type of Entity (Corp., Gen. or Ltd. Partnership, etc.): Limited Partnership liability company

Date Incorporated/Formed/Qualified to do Business: 11/09/1999

President: _____

Vice President: _____

Secretary: _____

Treasurer : _____

Directors/General Partner/Partners/Members: Publicly Traded Registered with Federal Securities Exchange Commission.

Active: YES X

NO _____

Florida Corporation:

Qualified to do Business in Florida:
(only applicable to Non-Florida Entities)



YES _____

YES X

NO X

NO _____

Comments: _____

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
Previous on List	Next on List	Return To List	<div>Entity Name Search</div> <div>[Submit]</div>		
Events	Name History				
Detail by Entity Name					
<u>Foreign Limited Liability Company</u>					
NEW CINGULAR WIRELESS PCS, LLC					
<u>Filing Information</u>					
Document Number	M99000001769				
FEI/EIN Number	223330080				
Date Filed	11/09/1999				
State	DE				
Status	ACTIVE				
Last Event	LC AMENDMENT				
Event Date Filed	10/14/2010				
Event Effective Date	NONE				
<u>Principal Address</u>					
1025 LENOX PARK BLVD NE ATLANTA GA 30319 US					
Changed 04/12/2012					
<u>Mailing Address</u>					
675 WEST PEACHTREE STREET, SUITE 42-090 ATLANTA GA 30375-0001 US					
Changed 04/12/2012					
<u>Registered Agent Name & Address</u>					
C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION FL 33324 US					
Name Changed: 09/02/2009					
Address Changed: 09/02/2009					
<u>Manager/Member Detail</u>					
<u>Name & Address</u>					
Title MGR					
AT&T MOBILITY CORPORATION 1025 LENOX PARK BLVD NE ATLANTA GA 30319 US					
<u>Annual Reports</u>					
Report Year Filed Date					
2010 06/02/2010					

2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M99000001769

Entity Name: NEW CINGULAR WIRELESS PCS, LLC

FILED
Apr 12, 2012
Secretary of State

Current Principal Place of Business:

1025 LENOX PARK BLVD NE
ATLANTA, GA 30319

New Principal Place of Business:

1025 LENOX PARK BLVD NE
ATLANTA, GA 30319 US

Current Mailing Address:

1025 LENOX PARK BLVD NE
ATLANTA, GA 30319

New Mailing Address:

675 WEST PEACHTREE STREET, SUITE 42-090
ATLANTA, GA 303750001 US

FEI Number: 22-3330080 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: AT&T MOBILITY CORPORATION
Address: 1025 LENOX PARK BLVD NE
City-St-Zip: ATLANTA, GA 30319 US

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: KELLY LETTMANN POA 04/12/2012
Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date



Carolyn J. Wilder
Senior Paralegal and
Assistant Corporate Secretary
Law Department

AT&T Mobility LLC
675 W. Peachtree Street
Suite 42-090
Atlanta, GA 30375-0001

T: 404-927-9130
F: 404-927-3620
CW4626@att.com
www.att.com

NEW CINGULAR WIRELESS PCS, LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Carolyn J. Wilder, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AT&T Mobility Corporation the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. BellSouth Mobility Inc., a Georgia corporation, was converted to a Georgia limited liability on September 30, 2000, with the name BellSouth Mobility LLC.
2. BellSouth Mobility LLC merged with and into New Cingular Wireless PCS, LLC on December 31, 2004.
3. New Cingular Wireless PCS, LLC's sole Member is AT&T Mobility II LLC.
4. AT&T Mobility II LLC's Members are: Centennial Communications Corp, AT&T Mobility LLC, BellSouth Mobile Data, Inc. and New Cingular Wireless Services, Inc.
5. Centennial Communications Corp's sole shareholder is AT&T Inc.
6. AT&T Mobility LLC's Members are: SBC Telecom, Inc., SBC Long Distance, LLC and BellSouth Mobile Data, Inc.
7. SBC Telecom, Inc.'s sole shareholder is AT&T Teleholdings, Inc.
8. AT&T Teleholdings, Inc.'s sole shareholder is AT&T Inc.
9. SBC Long Distance, LLC's Member is SBC Telecom, Inc.
10. SBC Telecom, Inc.'s sole shareholder is AT&T Teleholdings, Inc.
11. AT&T Teleholdings, Inc.'s sole shareholder is AT&T Inc.
12. BellSouth Mobile Data, Inc.'s sole shareholder is AT&T Inc.
13. New Cingular Wireless Services, Inc.'s sole shareholder is AT&T NCWS Holdings, Inc.

14. AT&T NCWS Holdings, Inc.'s shareholders are: BellSouth Mobile Data, Inc. and SBC Telecom, Inc.
15. BellSouth Mobile Data, Inc.'s sole shareholder is AT&T Inc.
16. SBC Telecom, Inc.'s sole shareholder is AT&T Teleholdings, Inc.
17. AT&T Teleholdings, Inc.'s sole shareholder is AT&T Inc.
18. AT&T Inc. is a publicly traded company and as such is registered with Securities and Exchange Commission, and registration information on AT&T Filings with the SEC is available from the SEC website at:

www.sec.gov/search/search.htm

AT&T INC. CIK# 0000732717 (see all company filings)
SIC 4811 TELEPHONE COMMUNICATIONS (NO RADIO TELEPHONE)

19. Section 5.1 of the Company's Limited Liability Company Operating Agreement as amended on August 29, 2007 designates AT&T Mobility Corporation as the Manager of the Company, and AT&T Mobility Corporation remains the Manager of the Company on the date hereof.
20. Section 5.6 of the Company's Limited Liability Company Operating Agreement states as follows:

"The Manager shall have, except as otherwise provided by this Agreement and the requirements of applicable law, the sole, exclusive, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, including, without limitation, the right and power to appoint individuals to serve as officers of the Company and to delegate authority to such officers."

AT&T Mobility Corporation as the Manager of the Company has the authority under Section 5.6 of the Company's Limited Liability Company Operating Agreement to manage all of the business affairs of the Company.

21. Section 5.15 of the Company's Limited Liability Company Operating Agreement states as follows:

"Any person or entity dealing with the Company may rely on a certificate signed by the Manager or officer on any document purporting to bind the Company shall constitute exclusive evidence to third parties of the authority of such person to execute such document on behalf of the Company and so bind the Company."

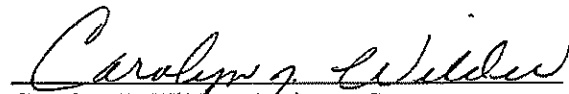
22. Debbie Lewis, Area Manager Construction and Engineering, South Florida, is authorized and empowered by the Manager of the Company to execute and deliver in the name of and on behalf of the Company the documents listed below, and any ancillary documents that may be required, between the Company and Palm Beach County, a political subdivision of the State of Florida:

Eighth Amendment to Communication Tower Agreement (R99-312-D)

Second Amendment to Communication Tower Joint Use Agreement (R-96-1077D)

Sixth Amendment to Communication Tower Joint Use Agreement (R96-972-D)

IN WITNESS WHEREOF, the undersigned has affixed her signature this 21st day of March, 2012.


Carolyn J. Wilder, Assistant Secretary

ARTICLES OF MERGER
OF
AT&T WIRELESS SERVICES OF FLORIDA, INC.
(a Florida corporation)
WITH AND INTO
NEW CINGULAR WIRELESS SERVICES OF FLORIDA, LLC
(a Florida limited liability company)

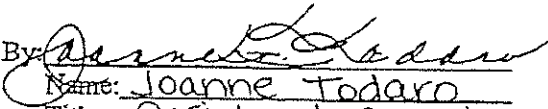
Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act and Section 608.4382 of the Florida Limited Liability Company Act, the undersigned business entities hereby execute the following Articles of Merger:

1. The Agreement and Plan of Merger is attached hereto as Exhibit A and is incorporated herein by reference.
2. The Agreement and Plan of Merger was adopted by the Board of Directors and the shareholders of AT&T Wireless Services of Florida, Inc. by written consent on October 26, 2004, in accordance with Section 607.1108(5) of the Florida Business Corporation Act. The Agreement and Plan of Merger was also adopted by written consent of the members of New Cingular Wireless Services of Florida, LLC on October 26, 2004, in accordance with Section 608.4381 of the Florida Limited Liability Company Act.
3. The merger shall be effective at 7:45 p.m. EDT on October 26 2004.

[Signatures on following page]

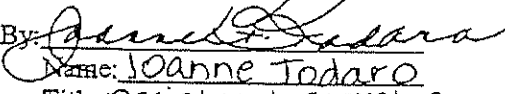
IN WITNESS WHEREOF, the undersigned business entities have caused these Articles of Merger to be executed by their duly authorized representatives this 26th day of October, 2004.

AT&T WIRELESS SERVICES OF
FLORIDA, INC.

By: 
Name: Joanne Todaro
Title: Assistant Secretary

NEW CINGULAR WIRELESS SERVICES
OF FLORIDA, LLC

By: Cingular Wireless LLC, its Manager

By: 
Name: Joanne Todaro
Title: Assistant Secretary

850-205-0381

10/27/2004 9:33

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Florida Dept of State



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

October 27, 2004

NEW CINGULAR WIRELESS SERVICES OF FLORIDA, LLC
5565 GLENRIDGE CONNECTOR, N.E., STE 1725
ATLANTA, GA 30342

Re: Document Number L04000068033

The Articles of Merger for NEW CINGULAR WIRELESS SERVICES OF FLORIDA, LLC, the surviving Florida entity, were filed on October 26, 2004.

This document was electronically received and filed under FAX audit number H04000213597.

Should you have any questions regarding this matter, please feel free to telephone (850) 245-6050, the Amendment Filing Section.

Marsha Thomas
Document Specialist
Division of Corporations

Letter Number: 904A00061757

Delaware

PAGE 1

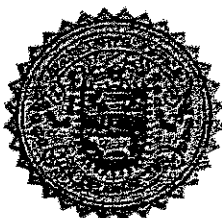
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"NEW CINGULAR WIRELESS SERVICES OF FLORIDA, LLC", A FLORIDA LIMITED LIABILITY COMPANY,

WITH AND INTO "NEW CINGULAR WIRELESS PCS, LLC" UNDER THE NAME OF "NEW CINGULAR WIRELESS PCS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2004, AT 4:11 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2004.



2445544 8100M

040944195

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 3587038

DATE: 12-30-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:11 PM 12/28/2004
FILED 04:11 PM 12/28/2004
SRV 040944195 - 2445544 FILE

**CERTIFICATE OF MERGER
OF
NEW CINGULAR WIRELESS SERVICES OF FLORIDA, LLC
(a Florida limited liability company)
WITH AND INTO
NEW CINGULAR WIRELESS PCS, LLC
(a Delaware limited liability company)**

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act, New Cingular Wireless PCS, LLC submits the following Certificate of Merger for filing and certifies that:

1. The name and jurisdiction of formation of each limited liability company which is to merge are:

<u>Name</u>	<u>Jurisdiction</u>
New Cingular Wireless PCS, LLC	Delaware
New Cingular Wireless Services of Florida, LLC	Florida

2. An Agreement and Plan of Merger has been approved and executed by each limited liability company which is to merge.
3. The name of the surviving domestic limited liability company is New Cingular Wireless PCS, LLC.
4. The merger shall be effective as of December 31, 2004.
5. The Agreement and Plan of Merger is on file at the principal place of business of the surviving limited liability company which is located at 5565 Glenridge Connector, N.E., Suite 1725B, Atlanta, Georgia, 30342.
6. A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of any limited liability company which is to merge.

[Remainder of Page Intentionally Left Blank. Signature on Following Page.]

IN WITNESS WHEREOF, New Cingular Wireless PCS, LLC has caused this Certificate of Merger to be executed by a duly authorized officer this 27th day of December, 2004.

NEW CINGULAR WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: Carolyn J. Wilder
Carolyn J. Wilder
Assistant Secretary

ARTICLES OF MERGER
OF
BELLSOUTH MOBILITY LLC
F C J, LLC
AND
FLORIDA CELLULAR SERVICE, LLC
(Georgia limited liability companies)

WITH AND INTO

NEW CINGULAR WIRELESS PCS, LLC
(a Delaware limited liability company)

Pursuant to the provisions of Section 14-11-904 of the Georgia Limited Liability Company Act, ~~New Cingular Wireless PCS, LLC, a Delaware limited liability company,~~ submits the following Articles of Merger:

1. The name and jurisdiction of organization or formation of each of the constituent entities that are merging is:

<u>NAME</u>	<u>JURISDICTION</u>
BellSouth Mobility LLC	Georgia
F C J, LLC	Georgia
Florida Cellular Service, LLC	Georgia

2. The name and jurisdiction of organization or formation of the surviving entity into which each other constituent entity is merging is:

<u>NAME</u>	<u>JURISDICTION</u>
New Cingular Wireless PCS, LLC	Delaware

3. The effective date of the merger is to be December 31, 2004.
4. The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving limited liability company, which is located at 5565 Glenridge Connector, N.E., Suite 1725B, Atlanta, Georgia, 30342.
5. A copy of the Agreement and Plan of Merger will be furnished by the surviving entity, on request and without cost, to any member of any constituent entity.
6. The Agreement Plan of Merger has been duly authorized and approved by each constituent business entity in accordance with Section 14-11-903 of the Georgia Limited Liability Company Act.

7. The Secretary of State of the State of Georgia is appointed as agent of the surviving limited liability company, on whom process in Georgia in any action, suit or proceeding for the enforcement of an obligation of each limited liability company constituent to the merger may be served, and the address to which a copy of the process is to be mailed is Legal Dept. – RTC1, 8645 154th Avenue, NE, Redmond, WA 98052, Attention: Beth Crowder.

[Signature on following page]

IN WITNESS WHEREOF, New Cingular Wireless PCS, LLC has caused these Articles of Merger to be executed by its Manager this 27th day of December, 2004.

NEW CINGULAR WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By: Carolyn J. Wilder
Carolyn J. Wilder
Assistant Secretary

SECRETARY OF STATE
2004 DEC 27 P 12:35
CORPORATIONS DIVISION