

TWP 45

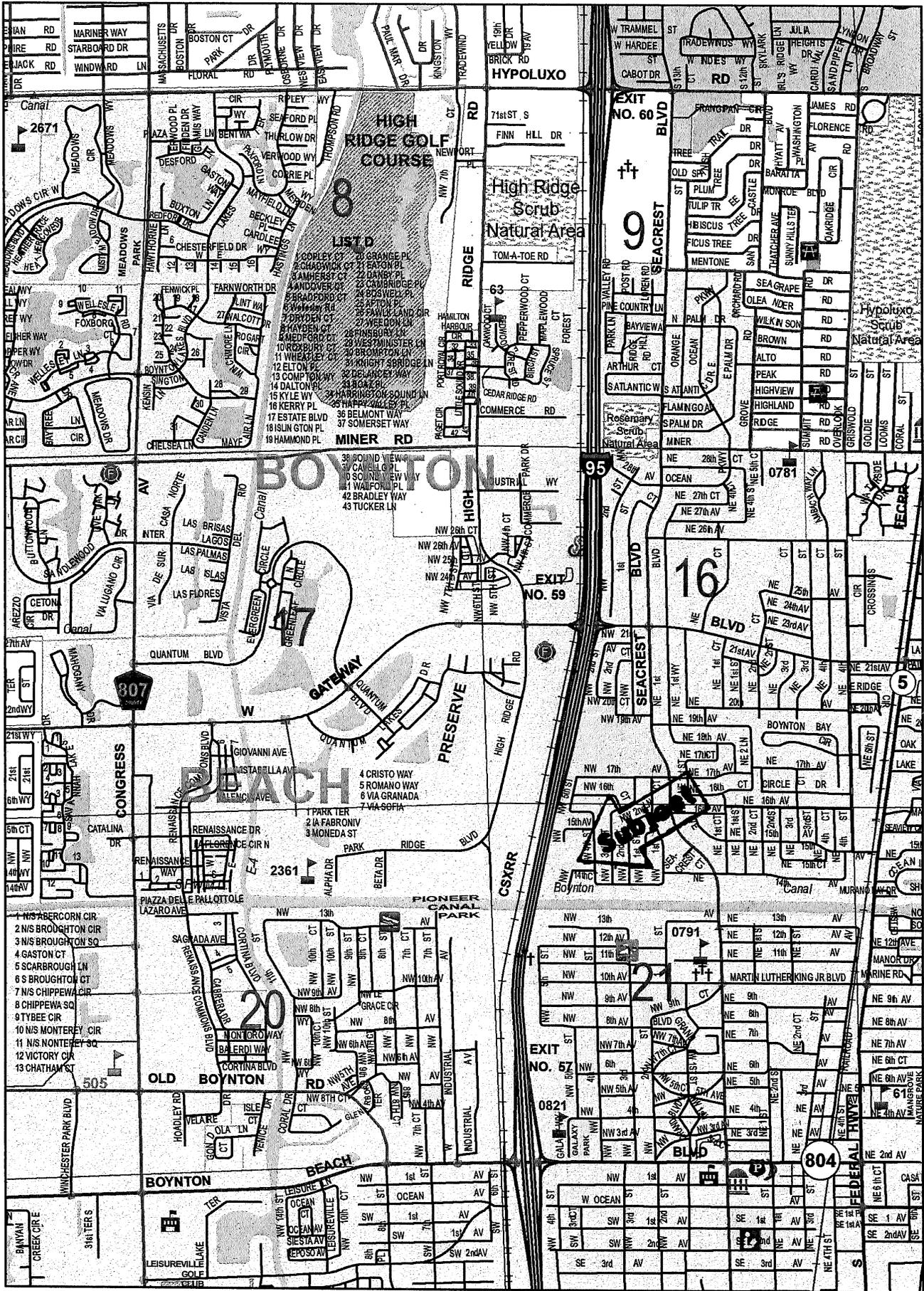
TWP 45

TWP 45

28

29

30



RNG 43

See pg 105

RNG 43

Page 99

LOCATION MAP

Attachment 1
1 of 1



Attachment 2
(3) Twelfth Amendment to Tower Site Lease
(11 pgs each)

**TWELFTH AMENDMENT TO TOWER SITE LEASE
AND JOINT USE AGREEMENT**

between

CITY OF BOYNTON BEACH, FLORIDA

and

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

and

PALM BEACH COUNTY, FLORIDA

Boynton Beach Tower

Exhibits: Exhibit "G" - Antenna Tower Schematics

**TWELFTH AMENDMENT TO TOWER SITE LEASE
AND JOINT USE AGREEMENT**

THIS TWELFTH AMENDMENT TO TOWER SITE LEASE AND JOINT USE AGREEMENT(R99-311-D), is made and entered into this _____ day of _____, 2017, by and between the CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation (“CITY”), NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“CINGULAR”), and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as (“COUNTY”).

WITNESSETH:

WHEREAS, CITY and West Palm Beach Cellular Telephone Company entered into that certain Tower Site Lease and Joint Use Agreement dated November 18, 1986 (the “Original Lease”) for the construction of a 320-foot self-supporting communications tower upon the Premises; and

WHEREAS, CITY and Palm Beach County Cellular Telephone Company, as the successor in interest to West Palm Beach Cellular Telephone Company, entered into that certain Amendment to Tower Site Lease and Joint Use Agreement, dated June 21, 1988 (the “First Amendment”); and

WHEREAS, CITY and Palm Beach County Cellular Telephone Company, entered into that certain Amendment Number Two to Tower Site Lease and Joint Use Agreement dated June 20, 1989 (the “Second Amendment”); and

WHEREAS, CITY, Palm Beach Cellular Telephone Company, as the successor in interest to Palm Beach County Cellular Telephone Company, and Richard P. Wille, as Sheriff of Palm Beach County (COUNTY), entered into that certain Joint Use Agreement dated August 22, 1989 (the “Third Amendment”); and

WHEREAS, CITY and AT&T Wireless Services of Florida (AT&T), as the successor in interest to Palm Beach Cellular Telephone Company, and COUNTY entered into that certain Fourth Amendment to Tower Site Lease and Joint Use Agreement in 1998 (the “Fourth Amendment”); and

WHEREAS, CITY, AT&T and COUNTY entered into a Fifth Amendment to Tower Site Lease and Joint Use Agreement dated February 23, 1999 (R99-311D) (the “Fifth Amendment”); and

WHEREAS, CITY, AT&T and COUNTY entered into a Sixth Amendment to Tower Site Lease and Joint Use Agreement dated June 5, 2001 (R2001-0867) (the “Sixth Amendment”) in order to modify the legal description and authorize the County to install a generator with fuel tanks; and

WHEREAS, CITY, AT&T and COUNTY entered into a Seventh Amendment to Tower Site Lease and Joint Use Agreement dated May 21, 2002 (R2002-0766) (the “Seventh Amendment”) to allow AT&T to install new antenna and transmission lines to accommodate new third generation Global System Mobil technology; and

WHEREAS, CITY, AT&T and COUNTY entered into an Eighth Amendment to Tower Site Lease and Joint Use Agreement dated January 13, 2004 (R2004-0098) (the “Eighth Amendment”) to allow the CITY to relocate their antennae; and

WHEREAS, CITY, AT&T and COUNTY entered into a Ninth Amendment to Tower Site Lease and Joint Use Agreement dated November 16, 2004 (R2004-2366) (the “Ninth Amendment”) to allow the CITY to replace an existing antenna and add two new antennas; and

WHEREAS, CITY, CINGULAR, as the successor in interest to AT&T, and COUNTY entered into a Tenth Amendment to Tower Site Lease and Joint Use Agreement dated May 16, 2006 (R2006-0857) to allow COUNTY to install communication equipment for the purpose of deploying a countywide paging system and added equipment to upgrade CINGULAR’s regional network; and

WHEREAS, CITY, CINGULAR and COUNTY entered into an Eleventh Amendment to Tower Site Lease and Joint Use Agreement dated July 16, 2013 (R2013-0877) (the "Eleventh Amendment") to allow the CITY to add equipment and frequencies to the tower in order to upgrade their regional network. The Original Lease, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, and the Eleventh Amendment is hereinafter referred to as the "Tower Site Lease"; and

WHEREAS, CINGULAR desires to make modifications to the tower to support future use and has requested approval for the addition of equipment and frequencies to the tower to upgrade their regional network; and

WHEREAS, in order to accommodate CINGULAR's request, it is necessary to modify the Antenna Tower Schematics exhibit of the Tower Site Lease; and

WHEREAS, an updated structural study and intermodulation study were performed and CITY, CINGULAR and COUNTY acknowledge and agree that the changes contemplated herein will not interfere with the frequencies of users on the tower, but CINGULAR's modifications will affect the structural capacity of the tower; and

WHEREAS, CINGULAR acknowledges that the structural changes to the tower required by CINGULAR's modifications must be made at CINGULAR's sole cost and expense and in compliance with the terms of the Tower Site Lease; and

WHEREAS, County desires to incorporate certain language into the Tower Site Lease; and

WHEREAS, the parties hereto desire to amend the Tower Site Lease, 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 considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All defined terms as used herein shall have the same meaning and effect as in the Tower Site Lease.
2. Exhibit "G" (Antenna Tower Schematics) attached to the Eleventh Amendment to the Tower Site Lease shall be replaced with a new Exhibit "G" (Antenna Tower Schematics) attached hereto and incorporated herein by reference.
3. CINGULAR, at its sole cost and expense, shall be responsible for the design and construction of its modifications to the tower as described on Exhibit "G". CINGULAR acknowledges and agrees said modifications will be made in accordance with the Tower Site Lease.
4. Section 18., Non Discrimination, of the Tower Site Lease, is hereby deleted and replaced with the following:

Section 18. Non-Discrimination.

CITY and CINGULAR shall assure and certify that they will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R-2014-1421, as may be amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, with respect to any activity occurring on the Premises or conducted pursuant to this Tower Site Lease. CITY and CINGULAR warrant that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

CITY and CINGULAR have submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, has acknowledged through a signed statement provided to County that CITY and CINGULAR will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

5. Section 19., Office of the Inspector General, of the Tower Site Lease, is hereby deleted and replaced with the following:

Section 19. Palm Beach County Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

6. Except as modified by this Twelfth Amendment, the Tower Site Lease remains unmodified and in full force and effect in accordance with the terms thereof.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, COUNTY, CINGULAR, and CITY have executed this Twelfth Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

Signed and delivered
in the presence of:

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

By: AT&T Mobility Corporation
Its: Manager

Becky Burger
Witness Signature

Becky Burger
Print Witness Name

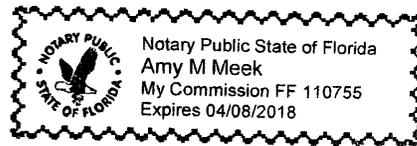
Amy Meek
Witness Signature

Amy Meek
Print Witness Name

By: Henry Galan
Henry Galan
Area Manager
R E & Construction

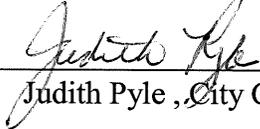
Print Name and Title
5/30/2017

(SEAL)



[additional signature pages follow]

ATTEST:
JUDITH PYLE, CMC
INTERIM CITY CLERK

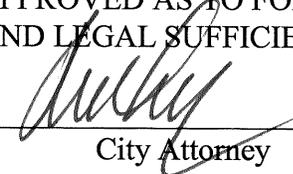
By: 
Judith Pyle, City Clerk

CITY OF BOYNTON BEACH, FLORIDA, a
municipal corporation of the State of Florida

By: 
Steven B. Grant, Mayor

(CITY SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


City Attorney



[This signature page represents a continuation of the Twelfth Amendment between Palm Beach County and the City of Boynton Beach and New Cingular Wireless PCS.]

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida, by and
through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

SEAL

Signed and delivered
in the presence of:

Witness Signature

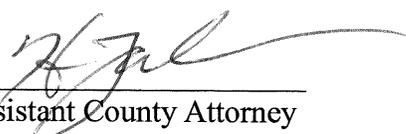
Print Witness Name

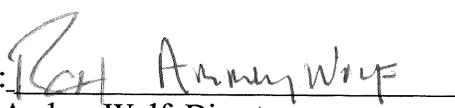
Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

[This signature page represents a continuation of the Twelfth Amendment between Palm Beach
County and the City of Boynton Beach and New Cingular Wireless PCS.]

PALM BEACH COUNTY ELECTRONIC SYSTEMS AND SECURITY DIVISION
EXHIBIT G

Boynton Beach Tower Site Antenna Schedule

| ANT # | ANTENNA TYPE | MFR | USE | MOUNT | MFR | MOUNTING HEIGHT | STAND OFF | AZIMUTH | LEG | CABLE | TX FREQ |
|-------|--------------|--------------|---|-----------|----------|-----------------|-----------|---------|-----|----------|---------------------|
| 1 | DB810 | DECIBEL | CITY OF BOYNTON BEACH 800 MHZ SYSTEM | SA3XXLP | ROHN | 315' | 3' | 000/270 | S | LDF5-50 | 856.2875 - 860.2875 |
| 2 | DB810 | DECIBEL | CITY OF BOYNTON BEACH 800 MHZ SYSTEM | SA3XXLP | ROHN | 300' | 3' | 000/270 | NW | LDF5-50 | 856.2875 - 860.2875 |
| 3 | BMR12-O | DECIBEL | CITY OF BOYNTON BEACH 800 MHZ SYSTEM | SA3XXLP | ROHN | 300' | 3' | 000/270 | S | LDF5-50 | RX ONLY |
| 4 | DB810E-PS * | CELWAVE | COUNTY 700/800 MHZ RX | CUSTOM | CUSTOM | 275' | 3' | 270 | S | LDF5-50 | See Table 1 |
| 5 | BMR12-O | CELWAVE | COUNTY 800 MHZ RX | CUSTOM | CUSTOM | 275' | 3' | 270 | NW | LDF5-50 | RX ONLY |
| 6 | DB636 | DECIBEL | PBCFR Paging System | B3116 | Valmount | 240' | 6' | OMNI | NE | LDF5-50 | 453.150 MHZ |
| 7 | BMR12-O | CELWAVE | COUNTY 800 MHZ TX | CUSTOM | CUSTOM | 245' | 3' | 270 | NW | LDF5-50 | 851-866 MHZ |
| 8 | BMR12-O | CELWAVE | COUNTY 800 MHZ TX | CUSTOM | CUSTOM | 245' | 3' | 270 | NW | LDF5-50 | 851-866 MHZ |
| 9 | BMR12-O | CELWAVE | COUNTY 800 MHZ TX | CUSTOM | CUSTOM | 245' | 3' | 270 | S | LDF5-50 | 851-866 MHZ |
| 10 | BMR12-O | CELWAVE | COUNTY 800 MHZ TX | CUSTOM | CUSTOM | 245' | 3' | 270 | S | LDF5-50 | 851-866 MHZ |
| 11 | A2408 | YDI | BBFD 2.4 GHz | SA3XXLP | ROHN | 235' | 3' | OMNI | NW | LDF6-50 | 2.4 GHz DSSS |
| 12 | DB264 | DECIBEL | FBI VHF RX | SA3XXLP | ROHN | 210' | 3' | OMNI | NE | LDF5-50 | RX ONLY |
| 12A | DB810E-PS * | ANDREW | COUNTY 700/800MHz | CUSTOM | CUSTOM | 210' | 6' | OMNI | S | LDF6-50 | See Table 1 |
| 13 | PAR8-59A | ANDREW | COUNTY MICROWAVE TO EOC | 4.5' PIPE | CUSTOM | 200' | N/A | 345 | NW | EW-63 | 6162.63 MHZ |
| 14 | TRACE 6000 | ADTRAN | CITY OF BB 5.8 GHz PTP | CUSTOM | ADTRAN | 130' | N/A | 90 | NE | LDF4-50 | 5.8 GHz |
| 15 | A245LP14 | YDI | BBFD 2.4 GHz | LP14 | YDI | 130' | N/A | 270 | NW | LMR-1200 | 2.4 GHz DSSS |
| 16 | PAR6-65A | ANDREW | COUNTY MICROWAVE TO SEMS | 4.5' PIPE | N/A | 130' | N/A | 191 | S | EW-63 | 6565.00 MHZ |
| 17 | DB222 | DECIBEL | COUNTY MOSCAD | SA3XXLP | ROHN | 100' | 6' | OMNI | NW | LDF4-50 | 159.15MHZ |
| 17A | NSMS * | OBIDIUITI | COUNTY PTP TO BOYNTON BEACH EOC | SA3XXLP | ROHN | 100' | 6' | 300 | NW | CAT6 | 5.8GHZ |
| 18 | PD455 | PHELPS DODGE | CITY OF BOYNTON BEACH MOBILE DATA SYSTEM | SA3XXLP | ROHN | 100' | 6' | OMNI | S | LDF5-50 | 460.225 |

| ANT # | ANTENNA TYPE | MFR | USE | MOUNT | MFR | MOUNTING HEIGHT | STAND OFF | AZIMUTH | LEG | CABLE | TX FREQ |
|-------|----------------|----------|--|--------|--------|-----------------|-----------|---------|--------|--------|---------------------------|
| 19 | 800-10866 ** | Kathrein | AT & T Wireless PCS / Cellular Antenna | CUSTOM | CUSTOM | 81' | 6' | 350 | Face A | 1-5/8" | 698-960, 1710-2690 MHz |
| 20 | 800-10866 ** | Kathrein | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 350 | Face A | 1-5/8" | 698-960, 1710-2690 MHz |
| 21 | 800-10866 ** | Kathrein | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 350 | Face A | 1-5/8" | 698-960, 1710-2690 MHz |
| 22 | 800-10865 ** | Kathrein | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 110 | Face B | 1-5/8" | 698-960, 1710-2690 MHz |
| 23 | 800-10865 ** | Kathrein | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 110 | Face B | 1-5/8" | 698-960, 1710-2690 MHz |
| 24 | 800-10865 ** | Kathrein | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 110 | Face B | 1-5/8" | 698-960, 1710-2690 MHz |
| 25 | 800-10866 ** | Kathrein | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 230 | Face C | 1-5/8" | 698-960, 1710-2690 MHz |
| 26 | 800-10866 ** | Kathrein | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 230 | Face C | 1-5/8" | 698-960, 1710-2690 MHz |
| 27 | 800-10866 ** | Kathrein | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 230 | Face C | 1-5/8" | 698-960, 1710-2690 MHz |
| 28 | RRUS-11*** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 350 | Face A | Note 1 | 740-746MHz & 2130-2135MHz |
| 29 | RRUS-11*** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 350 | Face A | Note 1 | 740-746MHz & 2130-2135MHz |
| 30 | RRUS-11*** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 350 | Face A | Note 1 | 740-746MHz & 2130-2135MHz |
| 31 | RRUS-11*** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 110 | Face B | Note 1 | 740-746MHz & 2130-2135MHz |
| 32 | RRUS-11*** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 110 | Face B | Note 1 | 740-746MHz & 2130-2135MHz |
| 33 | RRUS-11*** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 110 | Face B | Note 1 | 740-746MHz & 2130-2135MHz |
| 34 | RRUS-11*** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 230 | Face C | Note 1 | 740-746MHz & 2130-2135MHz |
| 35 | RRUS-11*** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 230 | Face C | Note 1 | 740-746MHz & 2130-2135MHz |
| 36 | RRUS-11*** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 230 | Face C | Note 1 | 740-746MHz & 2130-2135MHz |
| 37 | RRUS-32-2B *** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 350 | Face A | Note 1 | 740-746MHz & 2130-2135MHz |
| 38 | RRUS-32-2B *** | Ericsson | AT & T Wireless | CUSTOM | CUSTOM | 81' | 6' | 110 | Face B | Note 1 | 740-746MHz & 2130-2135MHz |

| ANT # | ANTENNA TYPE | MFR | USE | MOUNT | MFR | MOUNTING HEIGHT | STAND OFF | AZIMUTH | LEG | CABLE | TX FREQ |
|-------|----------------------|----------|----------------|--------|--------|-----------------|-----------|---------|--------|--------|---------------------------|
| 39 | RRUS-32-2B *** | Ericsson | AT &T Wireless | CUSTOM | CUSTOM | 81' | 6' | 230 | Face C | Note 1 | 740-746MHz & 2130-2135MHz |
| 40 | DC6-48-60-18-8F **** | Raycap | AT &T Wireless | CUSTOM | CUSTOM | 81' | 6' | 350 | Face A | - | N/A |
| 41 | DC6-48-60-18-8F **** | Raycap | AT &T Wireless | CUSTOM | CUSTOM | 81' | 6' | 110 | Face B | - | N/A |
| 42 | DC6-48-60-18-8F **** | Raycap | AT &T Wireless | CUSTOM | CUSTOM | 81' | 6' | 230 | Face C | - | N/A |

* Future antenna

** ATT proposed antenna

***ATT proposed radio head

Note 1: fiber & DC cable

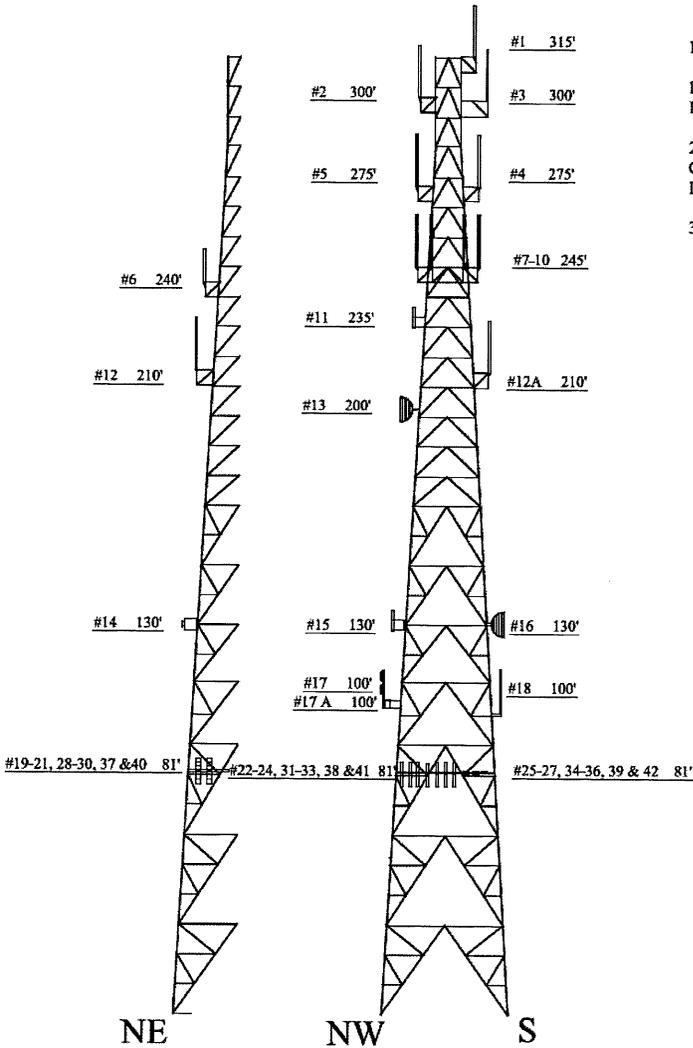
ANTENNA 17A TO REPLACE MOSCAD DB222 AT A FUTURE TIME.

**** ATT proposed Demarc with 2 fiber cables 7/8" and 1 control cable 3/8"

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 | | |

BOYNTON BEACH TOWER & ANTENNA CONFIGURATION



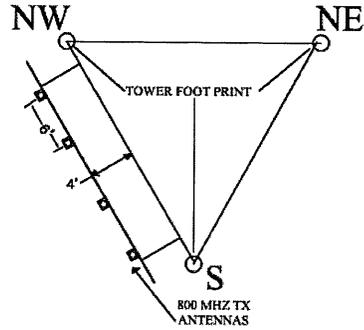
NOTES:

1. SEE ATTACHED TABLE FOR ANTENNA AND CABLE DETAILS.

2. DRAWING IS CONCEPTUAL ONLY AND NOT TO BE CONSIDERED A CONSTRUCTION DRAWING. THE DRAWING IS NOT TO SCALE.

3. SITE LOCATION DETAILS:

LATITUDE: 26-32-28 N
 LONGITUDE: 80-04-18 W
 TOWER HEIGHT AGL: 306 FEET
 FACE WIDTH AT GROUND: 40.5 FEET
 SITE ELEVATION AMSL: 15 FEET
 TOWER ORIENTATION: S=180 DEGREES
 NW=300 DEGREES
 NE=060 DEGREES



CITY OF BOYNTON BEACH
 COMMUNICATIONS TOWER
 LOADING DIAGRAM

PALM BEACH COUNTY
 ELECTRONIC SERVICES AND
 SECURITY DIVISION

| No. | REVISIONS | DATE |
|-----|--|----------|
| 1 | Added antenna DB810E-FS @ 275' NE leg - PB County's Reserved slot # 4 | 06/21/12 |
| 2 | Added County antenna DB810E-FS, slot # 12A | 06/21/12 |
| 3 | Exchange antenna City BB A245L214 with City BB Tasec 6000 PTP, slot #14 | 11/06/12 |
| 4 | Add AT&T additional loading antenna @ 81' antenna slot # 19 thru # 33. | 11/06/12 |
| 5 | Add County PTP Antenna to replace BD122 at a future time - Add ATT antenna modifications @ 81' level | 08/09/16 |

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08-09-16

PAGE
4 OF 4