

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
COMMUNICATIONS WATER TOWER LEASE AGREEMENT
BETWEEN T-MOBILE CENTRAL, LLC AND THE
CITY OF ROLLING MEADOWS, ILLINOIS**

WHEREAS, the City of Rolling Meadows operates a water tower for municipal water service at 3207 Central Road (“*Property*”) and has, from time to time, entered into lease agreements to allow for telecommunications companies to locate, place, attach, install, operate, and maintain their equipment on the Property; and

WHEREAS, Ordinance No. 07-21 authorized a lease agreement with T-Mobile Central, LLC (“*T-Mobile*”) for the Property on June 26, 2007, which was subsequently amended pursuant to Ordinances No. 17-24 and 21-49 (collectively, the “*T-Mobile Agreement*”), and which was terminated by T-Mobile on February 28, 2023; and

WHEREAS, the City entered of Rolling Meadows entered into a lease agreement with SprintCom, Inc. (“*Sprint*”) for the Property on January 18, 2001, which was subsequently amended pursuant to Ordinances No. 10-02 and 21-50 (collectively, the “*Sprint Agreement*”); and

WHEREAS, on April 1, 2020, Sprint and T-Mobile completed a corporate merger such that T-Mobile was the remaining corporate entity and Lessee under both the T-Mobile and Sprint Agreements; and

WHEREAS, T-Mobile has requested that the City enter into a new Communications Water Tower Lease Agreement for the Property (“*New Agreement*”), attached to this Ordinance as *Exhibit A*, to replace the Sprint Agreement; and

WHEREAS, in the opinion of a three-fourths majority of the Corporate Authorities of the City, it is in the best interests of the City that the City enter into the New Agreement.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rolling Meadows, Illinois:

SECTION ONE: The recitals set forth above are incorporated herein by reference as the findings of the Corporate Authorities.

SECTION TWO: The New Agreement by and between the City and T-Mobile is hereby approved in substantially the form attached as *Exhibit A* and in a final form acceptable to the City Attorney.

SECTION THREE: The Mayor and Deputy City Clerk are authorized and directed to execute and seal, on behalf of the City, the New Agreement after receipt by the City of at least one original copy of the New Agreement executed by T-Mobile.

SECTION FOUR: If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 26th day of March, 2024.

AYES: Budmats, O'Brien, Vinezeano, Boucher, Reyez, Koehler, McHale

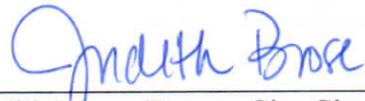
NAYS: 0

ABSENT: 0



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Published this 1st day of April, 2024.



Judith Brose, Deputy City Clerk

EXHIBIT A

COMMUNICATIONS WATER TOWER LEASE AGREEMENT

DocuSign Envelope ID: 691B7B56-9165-4AAF-8DF2-B96B5687780

COMMUNICATIONS WATER TOWER LEASE AGREEMENT

This Communications Lease Agreement (Water Tower) ("Agreement") is entered into this _____, 2023, between T-MOBILE CENTRAL LLC, a Delaware limited liability company ("Lessee"), and the CITY OF ROLLING MEADOWS, an Illinois municipal corporation ("Lessor"), and replaces the existing agreement between SprintCom LLC, a Kansas limited liability company (formerly a corporation), and the City of Rolling Meadows, an Illinois municipal corporation, dated January 18, 2001, as amended on March 30, 2010 (collectively, the "Sprint Agreement").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") and a Water Tower (the "Water Tower") located in the City of Rolling Meadows, County of Cook, State of Illinois, commonly known as 3201 Central Road, Rolling Meadows, Illinois 60008 (the Water Tower and Land collectively called the "Property"). The Land is more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately one thousand (250) square feet of the Land and Water Tower antenna space at the 120-foot level on the Water Tower and all access and utility easements thereto, if any (the "Premises"), as described in Exhibit "B" annexed hereto.

2. **Use.** The Premises may be used by Lessee for communication services described in this Agreement and in accordance with applicable provisions of the City Code. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's use of the Premises as described herein.

3. **Term.** The term of this Agreement shall be five (5) years commencing on the date that this Agreement is signed by all parties ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Initial Term") unless otherwise terminated as provided in Paragraph 8. Lessee shall have the right to extend the Term for four (4) successive five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew in writing not less than sixty (60) days prior to commencement of the succeeding Renewal Term. EACH OF LESSEE'S OPTIONS TO EXTEND WILL BE DEEMED AUTOMATICALLY EXERCISED WITHOUT ANY ACTION BY EITHER PARTY UNLESS LESSEE GIVES WRITTEN NOTICE OF ITS DECISION NOT TO EXERCISE ANY OPTION(S) TO LESSOR IN ACCORDANCE WITH THIS PARAGRAPH.

4. **Rent.**

(a) On the Commencement Date and on each anniversary of the Commencement Date thereafter, Lessee shall pay to Lessor as rent Sixty Thousand Dollars (\$ 60,000.00) per year ("Rent"). Rent for any fractional year at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 3600 Kirchoff Road, Rolling Meadows, Illinois 60008. Upon early termination or expiration, any prepaid Rent shall be refunded to Lessee.

(b) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three and a half percent (3.5%) of the Rent then in effect for the previous year.

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(c) Within sixty (60) days of the Commencement Date, Tenant shall pay the Landlord an Upfront Payment (the "Upfront Payment") of Five Thousand One Hundred Fifty-Three Dollars and Forty-Seven Cents (\$5,153.47).

(d) Any rent payments received by Lessor pursuant to the Sprint Agreement for periods following the Commencement Date will be applied as a credit against the Rent due and owing pursuant to this Agreement.

5. Facilities; Utilities; Access.

(a) Lessee shall install only the Lessee Facilities (defined below) shown on the construction drawings submitted to the City. Lessee may install additional or substitute Lessee Facilities with the permission of Lessor, which permission will not be unreasonably withheld or delayed. Notwithstanding the foregoing, without obtaining Lessor's prior approval, Lessee may make any additions, alterations, or improvements to its equipment housed within any cabinet, shelter, or other enclosed structure on the Premises and to replace any or all of its Lessee Facilities with replacement equipment substantially similar kind which is reinstalled in substantially the same place and position and is of substantially the same size and weight as the replaced equipment. Lessee has the right to erect, maintain and operate on the Premises a Federal Communications Commission ("FCC") licensed telecommunications system, utility lines, transmission lines, air conditioning, equipment shelters, electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"), in accordance with all City ordinances. In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee shall remove all Lessee Facilities at its sole expense within thirty (30) days of the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. The plans and specifications shall comply with all applicable federal, state and local codes, rules and regulations, including the National Electric Safety Code, National Electric Code of the National Board of Fire Underwriters, and B.O.C.A. After approval, the City shall then promptly issue a construction permit. Prior to the receipt of such construction permit, Lessee shall not begin any construction on the Premises.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or non-exclusive easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of a non-exclusive easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to Lessee's shelter and ground equipment without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit "A".

(d) For access to the Water Tank and Lessee's antennas and lines, Lessee, its employees, agents and contractors shall contact the Department of Public Works of the Lessor at least three (3) hours prior to accessing the Premises, and such access shall only be in the presence of the Lessor's representative. Lessee shall be responsible for any after-hours (3:30 P.M. - 7:00 A.M. M-F and all hours Saturday, Sunday, and Holidays) labor costs (minimum 2 hours) associated with the presence of the Lessor's representative who accompanies Lessee to the Premises. Said labor cost shall be at 1 ½ times the Lessor's hourly rate at the time of access. Lessee shall be provided with a written invoice from Lessor within thirty (30) days of access for labor cost incurred. (Lessor shall provide all written invoices to Lessee at the address referenced in Paragraph 16(d) *infra*). Prior to accessing the Premises by Lessee, Lessee shall provide official identification of its employees, agents and/or contractors seeking such access. Such identification shall be indicated on an authorized access form provided by the Lessor. Access to the Premises by the Lessor, the Department of Public Works, City of Rolling Meadows employees, or its contractors or agents shall be permitted at all times for the purpose of maintenance, inspection, upkeep, improvement, or general municipal operations purposes. Lessor shall not have access to the Antenna Facilities without prior notice to Lessee and such access shall be in the presence of a Lessee representative. In no event shall Lessor touch, alter, or modify the Antenna Facilities during any such access without Lessee's prior written consent. Lessee, its employees and agents shall not interfere or damage Lessor's utility systems or the potable water supply of the Lessor.

(e) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

(f) In the event Lessor's replacement renewal, repair or maintenance of the Property requires the Lessee to remove and reinstall the Lessee Facilities the removal and reinstallation of the Lessee Facilities shall be at Lessee's expense. Lessor shall be entitled to require Lessee to remove and reinstall the Lessee Facilities one (1) time at Lessee's expense during two (2) terms of this Agreement. Any additional removals or reinstallations required by Lessor shall be at Lessor's expense.

6. Interference

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Property, provided that their installations or use predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all FCC requirements.

(b) Prior and subsequent to the installation of the Lessee Facilities, Lessor shall maintain the right to lease space on the Property to other telecommunication operators, provided the Water Tower can structurally accept the additional equipment and provided Lessee's prior written approval is obtained, which approval will not be unreasonably withheld. Lessor shall not permit itself, its lessees or licensees (whether prior or subsequent to the installation of Lessee Facilities) to install new equipment on the Property or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations or encroach onto Lessee Facilities. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event Lessor fails to comply with this paragraph, Lessee may terminate this Agreement and/or pursue any other remedies available under this Agreement, at law and/or at equity.

7. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Except as provided immediately below, Lessor shall pay all real property taxes attributable to the Property. Lessee shall reimburse Lessor for any increases in real property taxes which are assessed as a direct result of Lessee's improvements. As a condition of Lessee's obligation to pay such tax increases, Lessor shall provide to Lessee a copy of the official or original documentation from the taxing authority, indicating the increase is due to Lessee's improvements. Such official documentation may be provided in the form of the last tax bill prior to the construction of the Lessee Facilities and the most recent tax bill indicating an increase, provided that no other taxable improvements have been made to the Lessor's property in that time period.

8. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, unless the default cannot be cured within sixty (60) days and the party in default commences a cure within sixty (60) days of notice, and works diligently to cure, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than sixty (60) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain, through no fault of its own, any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee, through no fault of its own, is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for technological reasons, including, without limitation, signal interference; or (vi) subject to the default provisions in this Paragraph 8, by Lessor if Lessee fails to properly install or maintain the lessee Facilities; or (vii) subject to the default provisions in this Paragraph by Lessor if Lessee fails to indemnify the City when required under this Agreement; or (viii) by Lessor after the Initial Term in the event Lessor decides to sell the Land and the Water Tower is dismantled and/or demolished or abandon the use of the Land for a Water Tower and the Water Tower is dismantled and/or demolished; or (ix) immediately by Lessor if it is determined that the Lessee's use of the Premises interfere with the Lessor's primary use of the Property in its municipal functions and as an integral part of the Lessor's water supply system.

9. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

10. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be included as an additional insured on the Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

11. **Assignment and Subletting.** Lessee may not assign, or otherwise transfer, all of or part of

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its interest in this Agreement or in the Premises without the prior written consent of Lessor, which consent will not unreasonably be withheld, conditioned or delayed; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guarantees thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof.

12. **Warranty of Title and Quiet Enjoyment** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions except those of record; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed. Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims as warranted under Paragraph 13. Notwithstanding the foregoing, in the event the use of the Premises is deemed illegal under the telecommunications act, law, ordinance-government regulation, injunction or court order, Lessee's sole and exclusive remedy shall be limited to the termination of the Agreement. In such event, the Lessor shall not be liable for any damages incurred by the Lessee as a result of the termination of this Agreement. Lessee represents to the City that (i) it is authorized to conduct business in the State of Illinois; (ii) it has full right to enter into and perform this Agreement (iii) it is authorized to install, operate and maintain the Lessee Facilities; and (iv) that the operation and maintenance of the Lessee Facilities shall not infringe on the legal rights of any other licensed telecommunications provider(s).

13. **Repairs**

(a) Lessee shall not be required to make any repairs to the Premises unless such repairs shall be necessitated by reason of the default or neglect of Lessee and except as provided heretofore in this Agreement. Upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted. Lessor shall have no obligation to repair or maintain Lessee's Facilities.

(b) Lessor reserves the right to perform structural repairs, maintenance or cosmetic maintenance, including painting, on its water tower or the Property. Lessor shall give Lessee at least one hundred and eighty (180) days' prior written notice of the intended work and the opportunity, at Lessee's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Antenna Facilities generally, to protect them from damage and to allow Lessee's continued operation. If required by the Lessor for the repair or maintenance of the water tower, Lessee will temporarily remove all antennas and other equipment from the water tower upon one hundred and eighty (180) days' prior written notice. Any repairs or maintenance will be conducted by Lessor as diligently and expeditiously as possible. Upon completion of the Lessors repair or maintenance of the water tower, Lessee will be allowed to restore its equipment to the existing Premises.

14. **Hazardous Materials**. Lessee agrees that it will not use, generate, store or dispose of any

Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

15. **Mutual Indemnification.** Lessee shall indemnify and hold Lessor harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Property. Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the negligence or willful misconduct of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Property. The duties described in this Paragraph 15 shall survive termination of this Agreement.

16. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, Illinois 60008

Lessee: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site ID: CH63030A

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Illinois.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit "C" will be recorded by Lessee in the official records of the County where the Property is located. In the event the Property is encumbered by a mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Premises. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(l) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(m) Relocation.

i. Lessor shall have the right to relocate the Lessee Facilities once during the Term of this Agreement upon not less than twelve (12) months prior written notice to Lessee; provided, however, that the new premises (the "Alternate Premises") shall be virtually identical in area and radio signal strength for Lessee's purposes and any such substitution is effected for the purpose of razing, replacing, or substantially repairing the Tower. Lessee shall pay any and all expenses

connected with moving the Lessee Facilities to the Alternate Premises. Lessee shall have the right to a temporary tower on the Premises during the relocation.

ii. The size, location and dimensions of the Alternate Premises shall be chosen by Lessor but must, in Lessee's reasonable judgment, be at least as suitable for purposes of operating the Lessee Facilities as the size, location and dimensions of the Land and Tower. If the Alternate Premises are not suitable for Lessee's operations, as determined by Lessee in its sole judgment, then Lessor shall not require Lessee to relocate to such Alternate Premises and Lessee shall remain on the Premises until the expiration of the twelve (12) month period or, if Lessee is not willing to relocate, Lessee may terminate this Agreement upon thirty (30) days written notice to Lessor and Lessee shall have no further liability hereunder.

iii. Upon this relocation of the Lessee Facilities from the Premises to the Alternate Premises, all references in this Agreement to the Premises shall be deemed to be references to the Alternate Premises. Following such relocation, Lessee shall, at its expense, prepare plans delineating the Alternate Premises, which shall then replace Exhibit B of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above

LESSOR:

City of Rolling Meadows, an Illinois municipal corporation

Name: _____

Title: _____

Date: _____

LESSEE:

T-Mobile Central LLC, a Delaware limited liability company

Name: Lucia Renteria *Lucia Renteria*
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Title: Sr Director, Eng. Development

Date: 2/12/2024

DS
LR

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JP

DS
MB

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RH



Exhibit A

Description of Land

Property located in Cook County, IL.

West 100 feet of the East 232 feet, as measured under the North and South lines thereof, of the North 150 feet, as measured under the East and West lines thereof, of that part lying South of the North 50 feet, as measured by right angles to North line thereof, at the East half Fractional Section 6, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

And being the same property conveyed to City of Rolling Meadows from Chicago Title and Trust Company, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated November 14, 1957, and known as Trust Number 39688 by Trustees Deed dated November 16, 1959, and recorded January 15, 1960, in Instrument No. 177574719.

Address: 3207 Central Road, Rolling Meadows, IL 60008

PIN: 08-06-200-002-0000

Exhibit B

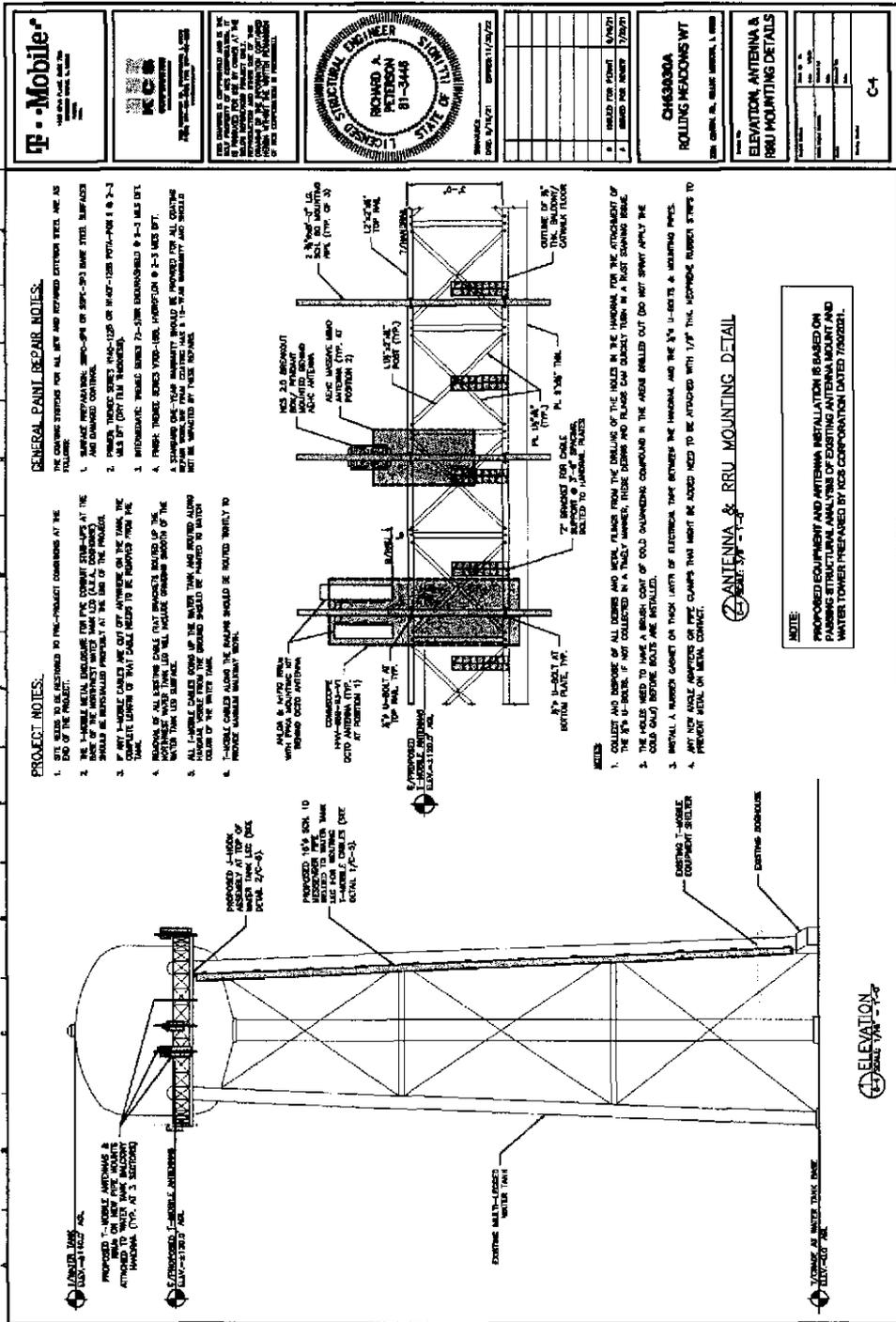
Description of Premises

Attached CDs dated 8/16/2021

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GENERAL PAINT REPAIR NOTES:

THE EXISTING STRUCTURE FOR ALL NEW AND REPAIRED EXTERIOR STEEL ARE AS FOLLOWS:

1. SURFACE PREPARATION: SAND-BLAST OR SPOT-BLAST PAINT SURFACES AND DAMAGED CORROSION.
2. PRIMER: THICKNESS SERIES 700-125 OR 8427-1258 PER-100 1 & 2-3 MILS DFT (DFT PER THE MANUFACTURER).
3. INTERMEDIATE: THICKNESS SERIES 700-1258 OR 8427-1258 PER-100 1 & 2-3 MILS DFT.
4. FINISH: THICKNESS SERIES 700-1258 OR 8427-1258 PER-100 1 & 2-3 MILS DFT. A STANDARD ONE-YEAR WARRANTY SHOULD BE PROVIDED FOR ALL COATING SYSTEMS. THE PAINT SYSTEM SHALL BE 15-YEAR WARRANTY AND SHALL NOT BE IMPAIRED BY THE WEATHER.

PROJECT NOTES:

1. SEE DRAWING TO BE DETERMINED TO PRE-PROJECT CONDITIONS AT THE END OF THE PROJECT.
2. THE SHARPLE METAL ENCLOSURE FOR THE COAXIAL STRAPS AT THE BASE OF THE ANTENNA SHALL BE GALVANNEAL STEEL (A.L.S. COMPANY) SHALL BE INSTALLED PERMANENTLY AT THE END OF THE PROJECT.
3. THE ANTENNA SHALL BE INSTALLED TO THE CENTER OF THE ANTENNA. THE CENTER OF THE ANTENNA SHALL BE TO BE INDICATED FROM THE TOWER.
4. REMOVAL OF ALL EXISTING CABLES THAT IMPACTS BACKUP OF THE WATER TANK. THE NEW CABLES SHALL INCLUDE CORROSION PROTECTION WITHIN THE TOWER TANK.
5. ALL LUMBER CHAINS CORING UP THE WATER TANK AND REQUIRED ALONG COLUMN OF THE WATER TANK.
6. LUMBER CHAINS ALONG THE COLUMN SHOULD BE SPACED 24" TO 30" PROVIDE CORROSION RESISTANT BOLT.

NOTES:

1. COLLECT AND REMOVE ALL DEBRIS AND WASTE FROM THE INTERIOR OF THE TOWER FOR THE REMOVAL OF THE 8" DIA. CABLES. IF ANY EXISTING CABLES REMAIN IN PLACE, THEY SHALL BE REMOVED AND THE CABLES SHALL BE INSTALLED.
2. INSTALL A NUMBER GANTRY ON EACH LAYER OF STRUCTURE THAT BENEATH THE HORIZONTAL AND THE 8" DIA. CABLES & MOUNTING PIPES.
3. ANY NEW HOLES APPLICABLE ON PIPE CHAINS THAT MUST BE ADDED NEED TO BE APPROVED WITH 1/8" THICK ALUMINUM NUMBER STRIPS TO PREVENT RUST ON BULK CORROSION.

ANTENNA & RRU MOUNTING DETAIL

NOTE:

PROPOSED EQUIPMENT AND ANTENNA INSTALLATION IS BASED ON PROPOSED STRUCTURAL ANALYSIS OF EXISTING ANTENNA MOUNT AND WATER TOWER PREPARED BY KCS CORPORATION DATED 7/30/2021.

Mobile

COMMUNICATIONS

PROJECT NO. 2021-01-001

DATE: 1/11/2021

REVISION: 1/11/2021

1	ISSUED FOR PERMIT	1/11/2021
2	ISSUED FOR BIDDING	1/11/2021

CHAS3030A

ROLLING MEADOWS WT

200 SOUTH W. STATE STREET, A. 1000

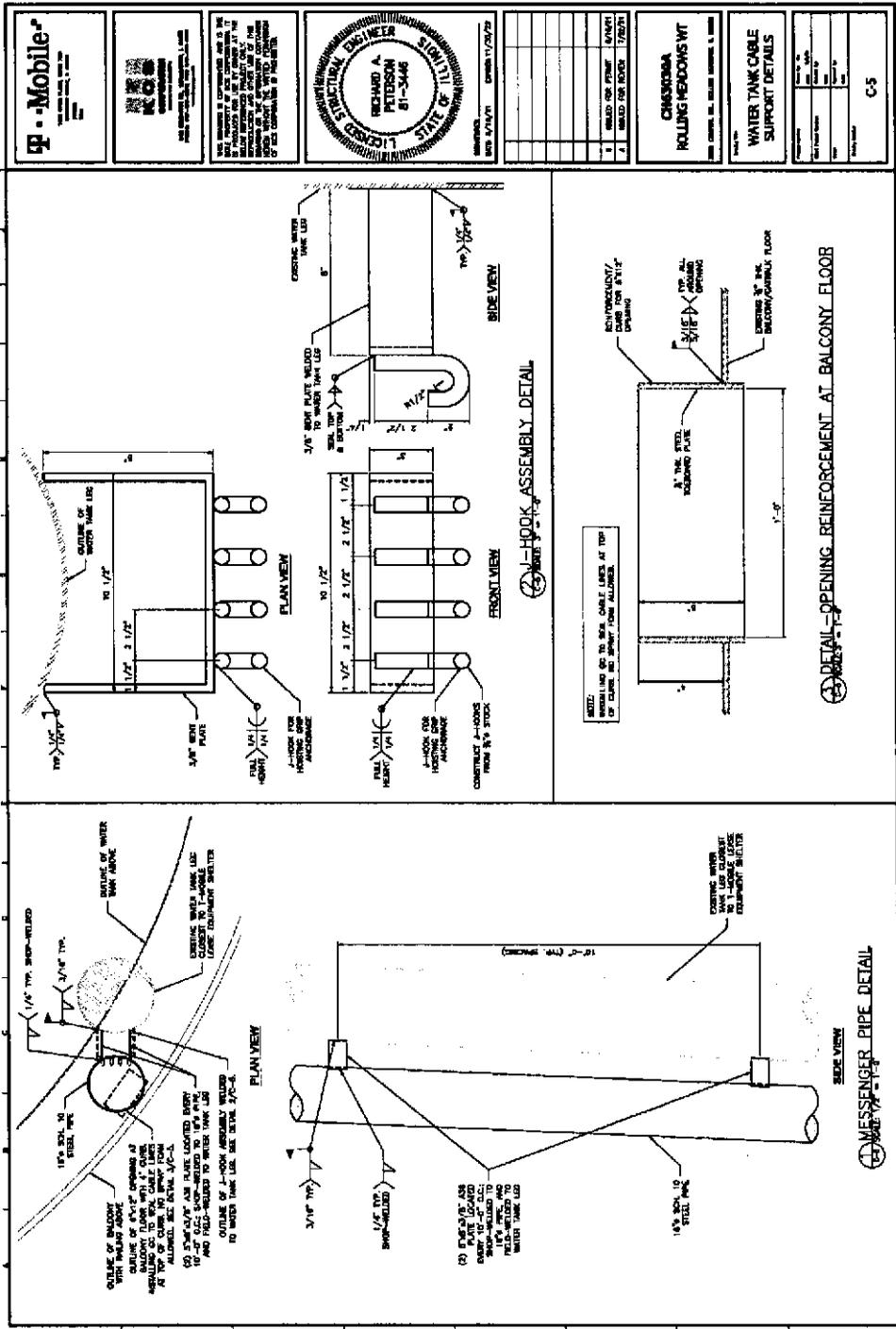
ELEVATION, ANTENNA & RRU MOUNTING DETAILS

DATE: 1/11/2021

SCALE: AS SHOWN

C-4

TMO Separatory Lane, Lombard, IL 60148
TEL: 630-899-9898



DATE: 1/27/22
 SHEET NO: 1/27/22

1	ROLLING MEADOWS WATER TANK	ASSEMBLY
2	ROLLING MEADOWS WATER TANK	SUPPORT

CHARLOTTE
 ROLLING MEADOWS WT
 WATER TANK CABLE
 SUPPORT DETAILS

C-5

TMO Signature Level: LTM2.03
 JLC 89598

ANTENNA & CABLE SCHEDULE											
SECTOR	1 ALPHA			2 BETA			3 GAMMA			ASAC (ACTIVE ANTENNA- MASSIVE MIMO)	COMMSCOPE PVTM-688-R3-V1 (DOCTO)
	SECTOR NAME	ANTENNA	ASAC (ACTIVE ANTENNA- MASSIVE MIMO)	COMMSCOPE PVTM-688-R3-V1 (DOCTO)	ASAC (ACTIVE ANTENNA- MASSIVE MIMO)	COMMSCOPE PVTM-688-R3-V1 (DOCTO)	ASAC (ACTIVE ANTENNA- MASSIVE MIMO)	COMMSCOPE PVTM-688-R3-V1 (DOCTO)			
ASUALITY	0	0	0	0	0	0	0	0	0	0	0
RAD CENTER	0	0	0	0	0	0	0	0	0	0	0
PORTS	0	0	0	0	0	0	0	0	0	0	0
ACTIVE TECHNOLOGY	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11
DARK TECHNOLOGY	L700	L750	L800	L850	L900	L950	L1000	L1050	L1100	L1150	L1200
ELEC DOWNTILT	N800	N850	N900	N950	N1000	N1050	N1100	N1150	N1200	N1250	N1300
DUPLEXER/DUPLEXERS	M1000	M1050	M1100	M1150	M1200	M1250	M1300	M1350	M1400	M1450	M1500
RRU TYPE	AHLOA	AFPTO	AHLOA	AFPTO	AHLOA	AFPTO	AHLOA	AFPTO	AHLOA	AFPTO	AHLOA
CABLES	HCS 2.0 TRUNK HICAP 12 RRU 120AWG 226 FTWMS-HCS2-HCS-225 (1) 214.0'										
CABLE TYPE FROM BOTTOM ROWS TO HCS 2.0 BREAKOUT BOXES/PORTS	HCS 2.0 TRUNK HICAP 12 RRU 120AWG 226 FTWMS-HCS2-HCS-225 (1) 214.0'										
HCS FACTORY LENGTH	HCS 2.0 TRUNK HICAP 12 RRU 120AWG 226 FTWMS-HCS2-HCS-225 (1) 214.0'										
JUMPER TYPE FROM BOTTOM ROWS TO HCS 2.0 BREAKOUT BOXES/PORTS FROM 4 ASAC ANTENNAS	HCS 2.0 HYBRID JUMPER	HCS 2.0 HYBRID JUMPER	HCS 2.0 HYBRID JUMPER	HCS 2.0 HYBRID JUMPER	HCS 2.0 HYBRID JUMPER	HCS 2.0 HYBRID JUMPER	HCS 2.0 HYBRID JUMPER	HCS 2.0 HYBRID JUMPER	HCS 2.0 HYBRID JUMPER	HCS 2.0 HYBRID JUMPER	HCS 2.0 HYBRID JUMPER
FIBER JUMPER ESTIMATED LENGTH	(1) 11'-0"	(1) 13'-0"	(1) 15'-0"	(1) 17'-0"	(1) 19'-0"	(1) 21'-0"	(1) 23'-0"	(1) 25'-0"	(1) 27'-0"	(1) 29'-0"	(1) 31'-0"
FIBER JUMPER FACTORY LENGTH	(1) 15'-0"	(1) 17'-0"	(1) 19'-0"	(1) 21'-0"	(1) 23'-0"	(1) 25'-0"	(1) 27'-0"	(1) 29'-0"	(1) 31'-0"	(1) 33'-0"	(1) 35'-0"
RF JUMPER TYPE FROM RRU TO ANTENNA	12" COAX	12" COAX	12" COAX	12" COAX	12" COAX	12" COAX	12" COAX	12" COAX	12" COAX	12" COAX	12" COAX
JUMPER LENGTH	(1) 18'-0"	(1) 20'-0"	(1) 22'-0"	(1) 24'-0"	(1) 26'-0"	(1) 28'-0"	(1) 30'-0"	(1) 32'-0"	(1) 34'-0"	(1) 36'-0"	(1) 38'-0"

NOTE:
THOMSON WILL CALL OUT HCS 2.0 LENGTHS REQUIRED TO EACH SECTOR ON SCOPE WALK. GET ON RRU, GET MATERIALS ON ORDER THROUGH THOMSON BILL OF MATERIALS (BOM), AND CONFIRM PRIOR TO START OF CONSTRUCTION.



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1	REVISION FOR APPROVAL	8/17/21
2	ISSUED FOR ORDER	7/29/21

CHESBROGA
ROLLING HEADWORKS, INC.
1001 GREEN HILL ROAD, GREENSBORO, NC 27409

ANTENNA & CABLE SCHEDULE

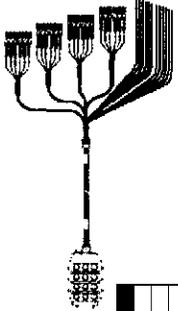
Sheet No.	C-6
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THOMSON Level 1.064.05
PLG 49398

HybridConnect

NWS-HCS2-HC4-XXX

HCS 2.0 Trunk HiCap 12 RRU 12X4AWG



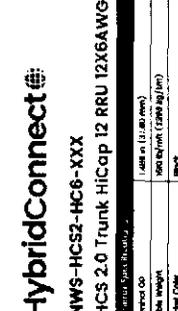
Approved ID	12X4 (4 x 2 mm)
Cable Weight	1480 lb/ft (363 kg/100m)
Shield Color	Black
Minimum Bend Radius	12 ft

DC Panel	Product	Part Number	Dimensions
4	4 AWG	NWS-HCS2-HC4-250	453.10 mm (18 in) x 120 mm (5 in)
5	5 AWG	NWS-HCS2-HC4-275	453.10 mm (18 in) x 120 mm (5 in)
6	6 AWG	NWS-HCS2-HC4-300	453.10 mm (18 in) x 120 mm (5 in)
7	7 AWG	NWS-HCS2-HC4-325	453.10 mm (18 in) x 120 mm (5 in)
8	8 AWG	NWS-HCS2-HC4-350	453.10 mm (18 in) x 120 mm (5 in)
9	9 AWG	NWS-HCS2-HC4-375	453.10 mm (18 in) x 120 mm (5 in)
10	10 AWG	NWS-HCS2-HC4-400	453.10 mm (18 in) x 120 mm (5 in)
11	11 AWG	NWS-HCS2-HC4-425	453.10 mm (18 in) x 120 mm (5 in)
12	12 AWG	NWS-HCS2-HC4-450	453.10 mm (18 in) x 120 mm (5 in)

HybridConnect

NWS-HCS2-HC6-XXX

HCS 2.0 Trunk HiCap 12 RRU 12X6AWG



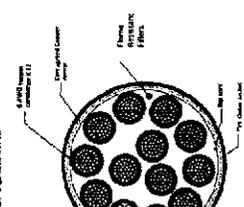
Approved ID	12X6 (6 x 2 mm)
Cable Weight	1900 lb/ft (428 kg/100m)
Shield Color	Black
Minimum Bend Radius	12 ft

DC Panel	Product	Part Number	Dimensions
4	4 AWG	NWS-HCS2-HC6-250	453.10 mm (18 in) x 120 mm (5 in)
5	5 AWG	NWS-HCS2-HC6-275	453.10 mm (18 in) x 120 mm (5 in)
6	6 AWG	NWS-HCS2-HC6-300	453.10 mm (18 in) x 120 mm (5 in)
7	7 AWG	NWS-HCS2-HC6-325	453.10 mm (18 in) x 120 mm (5 in)
8	8 AWG	NWS-HCS2-HC6-350	453.10 mm (18 in) x 120 mm (5 in)
9	9 AWG	NWS-HCS2-HC6-375	453.10 mm (18 in) x 120 mm (5 in)
10	10 AWG	NWS-HCS2-HC6-400	453.10 mm (18 in) x 120 mm (5 in)
11	11 AWG	NWS-HCS2-HC6-425	453.10 mm (18 in) x 120 mm (5 in)
12	12 AWG	NWS-HCS2-HC6-450	453.10 mm (18 in) x 120 mm (5 in)

HybridConnect

NWS-HCS2-HC4-XXX

HCS 2.0 Trunk HiCap 12 RRU 12X4AWG

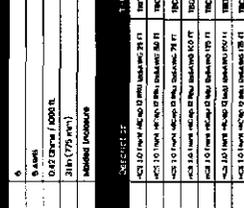


1 TRUNK CABLE INFORMATION

HybridConnect

NWS-HCS2-HC6-XXX

HCS 2.0 Trunk HiCap 12 RRU 12X6AWG



2 DETAIL - BOTTOM CVP MOUNTING







1	REVISED FOR VENDOR	9/16/21
2	ISSUED FOR SUPPLY	1/28/22

CHE3038A

ROLLING HEADS ON WT

120, 20000, 40, 10000, 10000, 1, 0000

CVP MOUNTING & CABLE INFORMATION

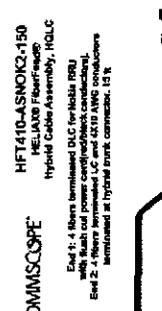
Part Number	CHE3038A
Part Description	Rolling Heads on WT
Part Weight	1.0000
Part Length	1.0000
Part Width	1.0000
Part Height	1.0000

TMO Signaling Level 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

COMMSCOPE

HFT410-ASNOK3-150

HELIX99 Fiber-optic Hybrid Cable Assembly, HCLC



1 TRUNK CABLE INFORMATION

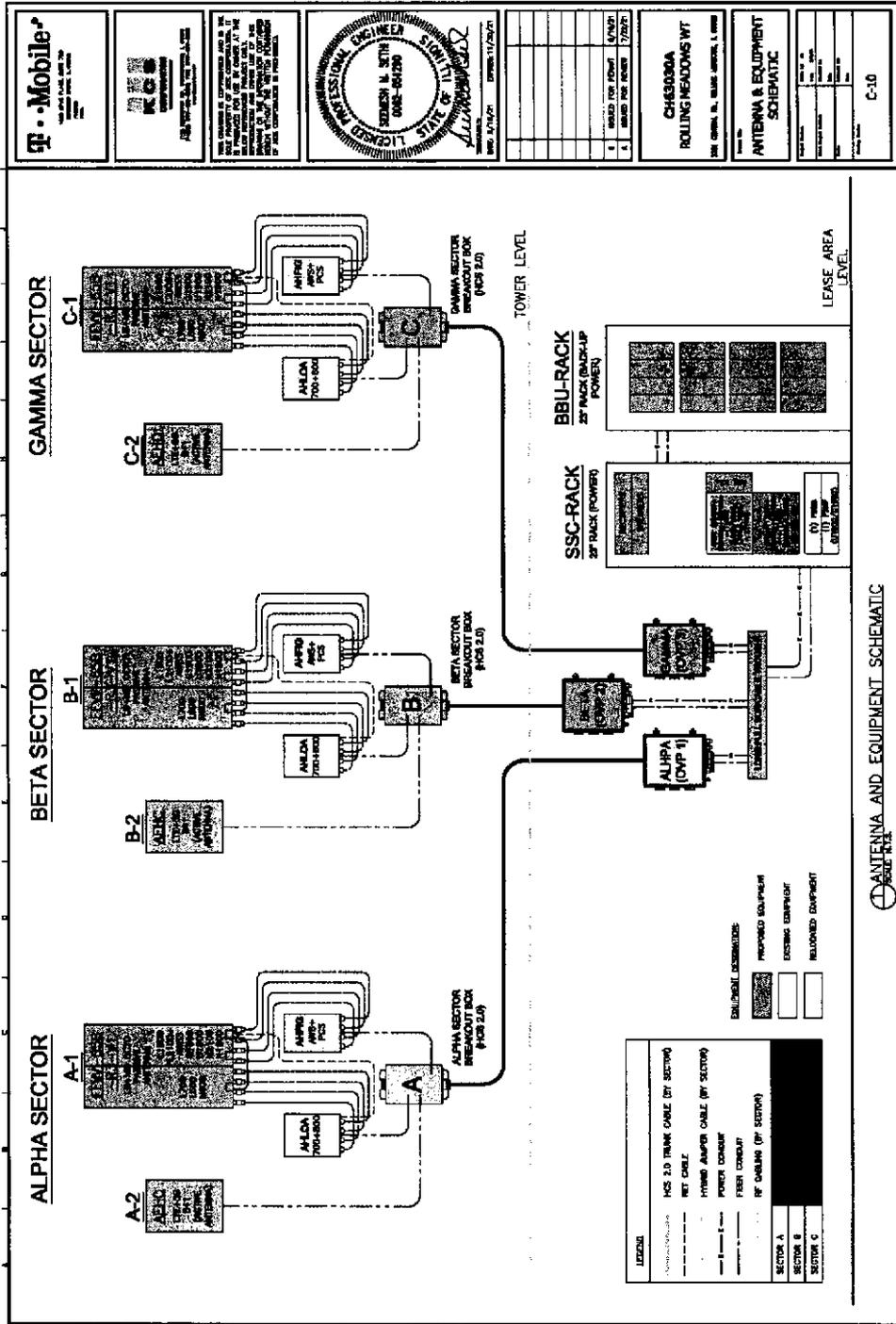
COMMSCOPE

HTC-ISM-410-APVA

HELIX99 Fiber-optic Hybrid Cable, UL Type TC-OF-ER



2 DETAIL - BOTTOM CVP MOUNTING



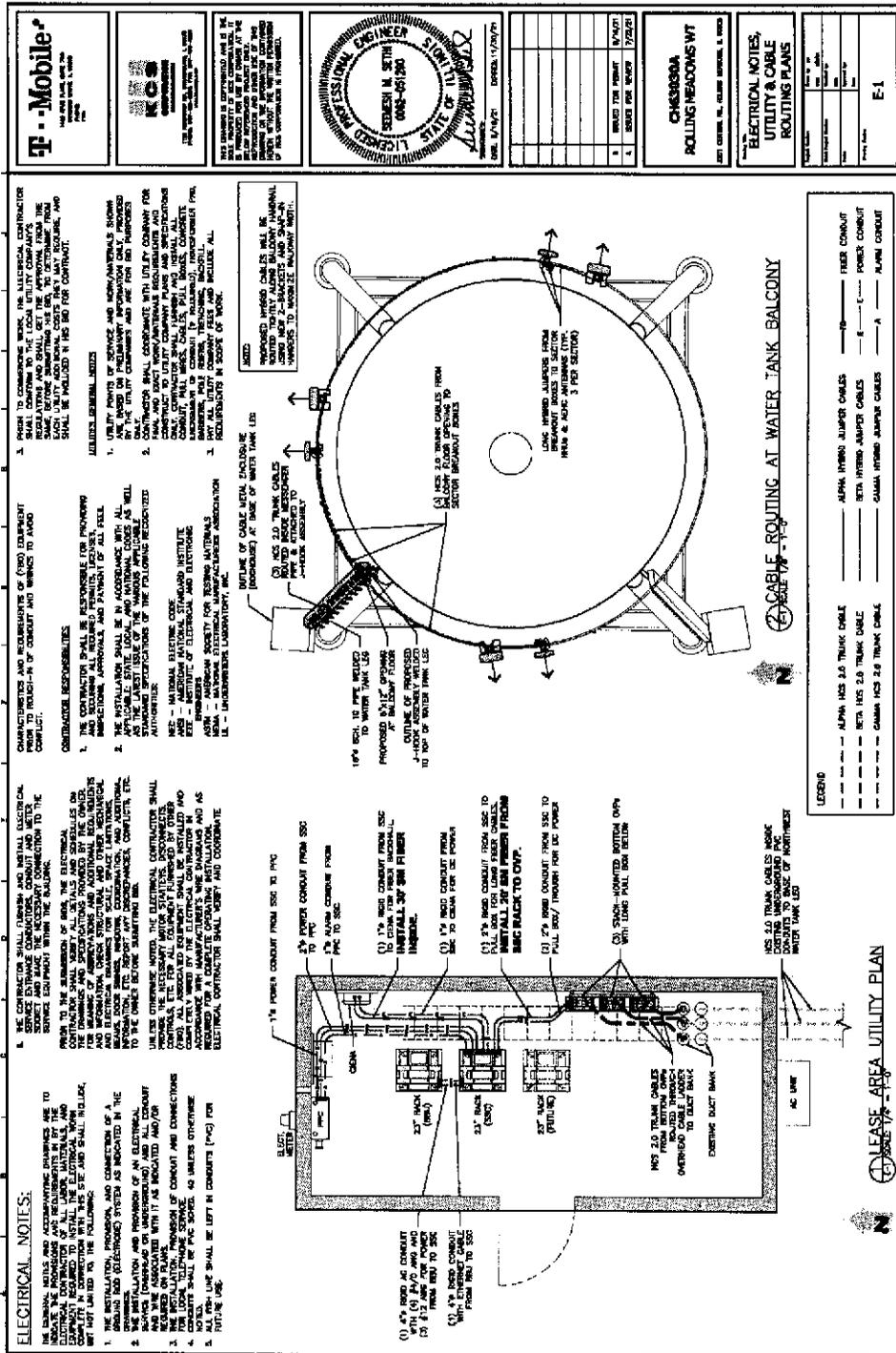


Exhibit C

Memorandum of Agreement

After Recording, Mail To:

T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site Number: CH63030A

MEMORANDUM OF LEASE

A Water Tower Lease Agreement (the "Agreement") by and between the City of Rolling Meadows, an Illinois municipal corporation ("Lessor"), and T-Mobile Central LLC a Delaware limited liability company ("Lessee") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, Lessor and Lessee hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
2. Lessor has granted Lessee a leasehold interest in the Premises pursuant to the terms and conditions described in the Agreement.
3. The initial term of the Agreement shall be for five (5) years and will commence on the Commencement Date.
4. Lessee shall have the right to extend the Lease for four (4) additional and successive five (5)-year terms.
5. This memorandum is not a complete summary of the Agreement. It is being executed and recorded solely to give public record notice of the existence of the Agreement with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Agreement provisions and in the event of conflict between this memorandum and the said unrecorded Agreement, the unrecorded Agreement shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LESSOR: The City of Rolling Meadows

By: _____

Printed Name: _____

Title: _____

Date: _____

LESSEE: T-Mobile Central LLC, a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

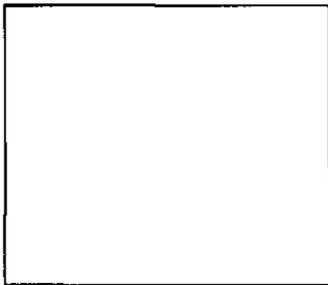
Date: _____

[Notary block for Landlord]

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on _____ by _____, [title] _____ of the City of Rolling Meadows, Cook County, IL on behalf of said entity.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

**Memorandum of Agreement
Exhibit A
Legal Description**

Property located in Cook County, IL.

West 100 feet of the East 232 feet, as measured under the North and South lines thereof, of the North 150 feet, as measured under the East and West lines thereof, of that part lying South of the North 50 feet, as measured by right angles to North line thereof, at the East half Fractional Section 6, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

And being the same property conveyed to City of Rolling Meadows from Chicago Title and Trust Company, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated November 14, 1957, and known as Trust Number 39688 by Trustees Deed dated November 16, 1959, and recorded January 15, 1960, in Instrument No. 177574719.

Address: 3207 Central Road, Rolling Meadows, IL 60008

PIN: 08-06-200-002-0000