

**AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO A
COMMUNICATIONS WATER TOWER LEASE AGREEMENT
BETWEEN SPRINTCOM, LLC AND THE
CITY OF ROLLING MEADOWS, ILLINOIS
(3200 Campbell Street, Rolling Meadows, Illinois)**

WHEREAS, the City of Rolling Meadows (the “City”) operates a water tower for municipal water service at 3200 Campbell Street (“*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, the City entered into a lease agreement with SprintCom, LLC (“*T-Mobile*”) for the Property on March 1, 2001, which agreement is set to expire on April 3, 2026 (“*Lease Agreement*”); and

WHEREAS, T-Mobile has requested that the City approve a certain amendment to the Lease Agreement, attached to this Ordinance as ***Exhibit A*** (“***First Amendment***”), that would authorize five (5) additional and successive five (5) year automatic renewals to the Lease Agreement, a modification to the rent payable under the Lease Agreement, and other modifications as set forth in ***Exhibit A***; and

WHEREAS, the use of a portion of the Property by T-Mobile as described in the First Amendment will not interfere with the City’s operation of the water tower located on the Property; and

WHEREAS, in the opinion of a three-fourths (3/4) majority of the Corporate Authorities of the City, it is in the best interests of the City that the City amend the Agreement pursuant to the terms described in the First Amendment.

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

Section 1: The recitals set forth above are incorporated herein by reference as the findings of the Corporate Authorities.

Section 2: The First Amendment 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 3: The Mayor and Deputy City Clerk are authorized and directed to execute and seal, on behalf of the City, the First Amendment after receipt by the City of at least one original copy of the First Amendment executed by T-Mobile.

Section 4: 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.

Section 5: 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 22nd day of October, 2024.

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

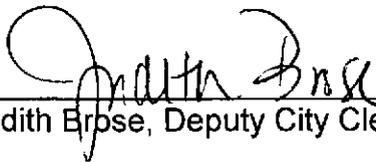
NAYS: 0

ABSENT: 0



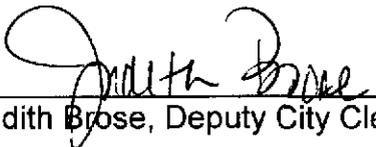
Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Published this 25th day of October, 2024.



Judith Brose, Deputy City Clerk

EXHIBIT A

First Amendment

FIRST AMENDMENT TO COMMUNICATIONS WATER TOWER LEASE AGREEMENT

This First Amendment to Communications Water Tower Lease Agreement (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between the City of Rolling Meadows, an Illinois municipal corporation ("**Lessor**"), and SprintCom LLC (formerly a corporation), a Kansas limited liability company ("**Lessee**") (each a "**Party**", or collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest entered into that certain Communications Water Tower Lease Agreement dated March 1, 2001, (the "**Agreement**") regarding the leased premises ("**Premises**") located at 3200 Campbell Street, Rolling Meadows, Illinois 60008 (the "**Property**") which is currently set to expire on April 3, 2026.

For good and valuable consideration, Lessor and Lessee agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms (each a "**Renewal Term**"), provided that Lessee may elect not to renew by providing Lessor at least thirty (30) days' notice prior to the expiration of the current term or the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this First Amendment, Lessee shall pay Lessor Three Thousand Nine Hundred Ninety-Five No/100 Dollars (\$3,995.00) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. As of the date of this First Amendment, the escalation set forth in the Lease shall terminate and the Rent will escalate by 4% of the Rent in effect for the previous year on April 4, 2027 and on each anniversary thereafter. Where duplicate Rent would occur, a credit shall be taken by Lessee for any prepayment of duplicate Rent by Lessee.
3. Notwithstanding anything to the contrary in the Agreement and as of the Effective Date of the First Amendment, the Agreement may be terminated, without penalty or further liability, as follows:
 - (a) by either party on thirty (30) days' prior written notice, if the other party remains in default of this Agreement for a period exceeding thirty (30) days;
 - (b) by Lessee upon written notice to Lessor, if Lessee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter

- intended by Lessee; or if Lessee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;
- (c) by Lessee upon sixty (60) days' prior written notice to Lessor for any reason, so long as Lessee pays Lessor a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Lessee under any termination provision contained in any other Section of the; or
 - (d) immediately by Lessor, upon written notice to the Lessee, if in the Lessor's sole discretion, the removal of Lessee's installed equipment is necessary for the safe and continued operation of the Lessor's municipal water system.
4. Notwithstanding anything to the contrary in the Agreement and as of the Effective Date of the First Amendment, Lessor shall be responsible for maintaining all portions of the Property in good order and condition, including without limitation, plumbing, elevators, the roof and support structure, landscaping and common areas, as applicable.
5. Lessee will have the right to assign the Agreement and its rights herein, in whole or in part, subject to the written approval of the Lessor, such approval not to be unreasonably withheld or delayed. Upon such assignment, Lessee will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Notwithstanding the foregoing, Lessee will have the right, without notice to or consent of Owner, to sublease (or otherwise transfer or allow the use of) all or any portion of the Site or assign its rights under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Lessee; (b) any entity acquiring substantially all of the assets of Lessee; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "T-Mobile" brand name or any successor brand name(s) or other brand name(s) used or licensed by Lessee's parent corporation ("Contract Affiliate"); or (d) any successor entity in a merger or consolidation involving Lessee. Owner will not be entitled to any additional rent or other fees for its review or approval.
6. Lessor shall only have the right to assign and transfer this Agreement pursuant to a sale or transfer of ownership of the Property. Upon Lessee's receipt of written verification of a sale or transfer of the Property, (a) Lessor shall be relieved of all liabilities and obligations and (b) Lessee shall look solely to the new owner for performance under this Agreement. Lessor shall not attempt to assign or otherwise transfer this Agreement separate from a sale or transfer of ownership of the Property ("**Severance Transaction**"), without the prior written consent of Lessee, which consent may be withheld or conditioned in Lessee's sole discretion. If Lessee consents to a Severance Transaction, Lessor and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of Lessor under this Agreement.

7. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/
CH01XC104/CH83015A

If to Lessor:

City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, Illinois 60008

8. Lessor will execute a Memorandum of Agreement at Lessee's request. If the Property is encumbered by a deed, mortgage or other security interest, Lessor will also execute a subordination, non-disturbance and attornment agreement.
9. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
10. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
11. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Lessor represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If Lessor is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Lessor is solely responsible for all commission, fees or other payment to Agent and (b) Lessor shall not impose any fees on Lessee to compensate or reimburse Lessor for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
12. Lessee and its employees, agents, and contractors shall have access to the Water Tower Structure on the Premises (the "Structure") during normal business hours (defined as 8:00 AM to 4:30 PM) and after-hours (defined as all other times) so long as Lessee contacts the City of Rolling Meadows (847-963-0500) at least four (4) hours before Lessee intends to

access the Premises. Lessee shall only be allowed access to the Structure if Lessee is accompanied by Lessor's authorized representative. Under no circumstances shall Lessee access the Structure owned by the Lessor located on the Property without being accompanied by the Lessor's authorized representative. Furthermore, during the Term of this Lease, Lessee agrees to pay to Lessor a fee of Fifty Dollars and no/100 (\$50.00) per hour for each accompanied access to the Structure for regular or maintenance whether or not access is required during normal business hours or after-hours, which amount shall in no event exceed One Hundred Dollars and no/100 (\$100.00) for any one visit ("Access Fee"). As a condition of Lessee's obligation to pay such Access Fee, Lessor shall provide to Lessee both a written notice and an invoice for each and every request for payment of an Access Fee. Upon request, Lessee's representatives shall present a valid proof of identification verifying that said representative requires access on Lessee's behalf. While accessing the Structure, Lessee, its employees, agents, and contractors shall not disrupt or damage or otherwise affect the Lessor's utility systems or the potable water supply of the Lessor. Nothing in this Section shall restrict Lessee's access to its enclosed ground structures located on the Premises.

13. (a) Lessor reserves the right to perform structural repairs, maintenance or cosmetic maintenance, including painting, on its Structure or the Property. Lessor shall give Lessee at least ninety (90) 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 equipment 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 Structure, Lessee will temporarily remove all antennas and other equipment from the Structure upon ninety (90) 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 Structure, Lessee will be allowed to restore its equipment to the existing Premises.

(b) If Lessor determines it necessary to remove or relocate the Structure, Lessor will have the right, subject to the following provisions of this Section, and only after providing Lessee with not less than six (6) months' prior written notice, to require Lessee to relocate the Communication Facility, or any part thereof, to an alternate location (the "Relocation Premises") on Lessor's Property; provided, however, that: (i) all reasonable costs and expenses associated with or arising out of such relocation (including costs associated with any required zoning approvals and other Governmental Approvals and costs for Tests of the Relocation Premises) shall be paid by Lessee; (ii) such relocation will be performed exclusively by Lessee or its agents; (iii) such relocation will not unreasonably result in any interruption of the communications service of Lessee on Lessor's Property; and (iv) such relocation will not impair the quality of communications service provided by Lessee on and from Lessor's Property.

(c) Lessor will exercise its removal or relocation right by delivering written notice pursuant to the terms of this Agreement to Lessee. In the notice, Lessor will

identify the proposed Relocation Premises on Lessor's property to which Lessee may relocate its antennas or equipment. Lessor and Lessee hereby agree that a survey (prepared at the sole cost and expense of Lessee) of the Relocation Premises (including the access and utility easements) may become a part hereof, and any such Relocation Premises shall be considered the Premises for all purposes hereunder.

(d) If after receiving the Lessor's written notice as directed in Paragraph (c) above, Lessee determines in its sole judgment that no suitable Relocation Premises can be found, Lessee shall have the right to terminate this Agreement upon written notice to Lessor, without penalty or further obligation.

- 14. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

Lessor:

City of Rolling Meadows, an Illinois municipal corporation

By: *Lara Sanvica*

Print Name: Lara Sanvica

Title: Mayor

Date: 10/28/2024

Lessee:

SprintCom LLC, a Kansas limited liability company

By: *Cheryl Downs*
DocuSigned by:
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Print Name: Cheryl Downs

Title: Sr. Director, Strategy & Planning

Date: 9/23/2024

