

**First Reading:** September 9, 2025  
**Second Reading:** October 14, 2025  
**Third Reading:** November 11, 2025  
**Effective Date:** December 11, 2025

**VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO**

**RESOLUTION NO. 25 – 2025**

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE  
A SECOND AMENDMENT TO THE COMMUNICATIONS SITE LEASE  
AGREEMENT WITH SPRINT SPECTRUM LLC AND APPROVING THE LEASE  
TERMS.**

WHEREAS, the Village of North Baltimore (“Village”) and Sprint Spectrum LLC (“Tenant”) entered into a Communications Site Lease Agreement dated March 11, 2005, as amended in 2007 and 2016, for placement of Tenant’s communications equipment on the Village’s water tower at 2253 Grant Road; and

WHEREAS, the parties desire to further amend the Lease under the terms of the Second Amendment attached as Exhibit A, with the rent and escalation schedule set forth in Exhibit B; and

WHEREAS, Council finds it in the Village’s best interest to approve the Second Amendment and authorize execution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of North Baltimore, Ohio, that:

SECTION 1. The Village Administrator is authorized to execute the Second Amendment to the Communications Site Lease Agreement with Sprint Spectrum LLC, substantially in the form attached as Exhibit A, and to take any actions necessary to carry out this Resolution.

SECTION 2. The rent and escalation schedule attached as Exhibit B is acknowledged and approved as part of this action.

SECTION 3. All formal actions of this Council concerning this Resolution were adopted in open meetings in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution shall take effect at the earliest date permitted by law. The motion to adopt the foregoing Resolution was moved by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_.

Vote on Measure:      \_\_\_\_\_ Yeas      \_\_\_\_\_ Nays      \_\_\_\_\_ Abstentions

ADOPTED AND EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Dee Hefner, President of Council

\_\_\_\_\_  
Aaron Patterson, Mayor

Attest:

\_\_\_\_\_  
Becky Walter, Clerk-Treasurer

## **Exhibit A - Agreement**

### **SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (WATER TANK)**

**This Second Amendment to Communications Site Lease Agreement (Water Tank) (the “Second Amendment”) is effective on the date of the last signature (the “Effective Date”) by the Village of North Baltimore, Ohio, an Ohio municipal corporation (“Landlord”), and Sprint Spectrum LLC, a Delaware limited liability company (“Tenant”).**

**Landlord and Tenant (or their predecessors-in-interest) entered into a Communications Site Lease Agreement (Water Tank) dated March 11, 2005, and a First Amendment to Communications Site Lease Agreement (Water Tank) dated March 24, 2007, (collectively, the “Agreement”) regarding the leased space (“Premises”) located at 2253 Grant Road, North Baltimore, OH 45872 (“Property”).**

**Landlord and Tenant now agree as follows:**

- 1. Tenant is granted five (5) additional five (5) year terms, each Renewal Term-, beginning on April 20, 2035.**
- 2. Rent will be Three Thousand Four Hundred and 00/100 Dollars (\$3,400.00) per month beginning on April 20, 2035.**
- 3. Beginning on April 20, 2035, the current escalation set forth in the Agreement will end. Rent will then increase by fifteen percent (15%) on April 20, 2040, and at the beginning of each subsequent Renewal Term-.**
- 4. Tenant may complete upgrades and additions of new equipment inside its Premises for no additional consideration or fee; however, any upgrades or additions that materially affect the structure, are visible from the exterior in a manner that substantially alters the aesthetics of the premises or materially interferes with Landlord’s operations shall require Landlord’s prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord shall respond to such requests in writing within thirty (30) days of receipt of all required information.**
- 5. As of the Effective Date of this Second Amendment, Landlord 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.**
- 6. Tenant may not assign the Agreement or sublease to another company without providing Landlord with written notice.**
- 7. Tenant and Landlord will cooperate with each other's requests to approve permit applications and other documents related to the Premises.**
- 8. Landlord may bill Tenant for any charges related to the Agreement besides Rent within twelve (12) months of incurring the cost or the charges are waived.**
- 9. Landlord may assign the Agreement immediately upon receiving Tenant’s consent to the assignment.**
- 10. The current notice addresses for the Landlord and Tenant:**

**If to Landlord:**

**Village of North Baltimore, Ohio  
205 N. Main Street  
North Baltimore, OH 45872**

**If to Tenant:**

**T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ DE72XC057/ TO01086A**

**11. The terms of this Second Amendment will control if any provisions conflict with the Agreement, otherwise, all other Agreement terms will remain in full force and effect. Capitalized terms used but not defined in this Second Amendment will have the same meanings as in the Agreement.**

**12. Landlord and Tenant represent that they have the authority to sign this Second Amendment and have obtained any needed third-party consents to do so.**  
**Landlord:**

Landlord:

Village of North Baltimore, Ohio, an Ohio municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant:

Sprint Spectrum LLC, a Delaware limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit B - Rent and Escalation Schedule

Agreed Offer				
My proposal		Monthly	Yearly	Escalator
4/20/2030	4/19/2031	\$2,950.00	\$35,400.00	0.00%
4/20/2031	4/19/2032	\$2,950.00	\$35,400.00	0.00%
4/20/2032	4/19/2033	\$2,950.00	\$35,400.00	0.00%
4/20/2033	4/19/2034	\$2,950.00	\$35,400.00	0.00%
4/20/2034	4/19/2035	\$2,950.00	\$35,400.00	
4/20/2035	4/19/2036	\$3,400.00	\$40,800.00	0.00%
4/20/2036	4/19/2037	\$3,400.00	\$40,800.00	0.00%
4/20/2037	4/19/2038	\$3,400.00	\$40,800.00	0.00%
4/20/2038	4/19/2039	\$3,400.00	\$40,800.00	0.00%
4/20/2039	4/19/2040	\$3,400.00	\$40,800.00	15.00%
4/20/2040	4/19/2041	\$3,910.00	\$46,920.00	0.00%
4/20/2041	4/19/2042	\$3,910.00	\$46,920.00	0.00%
4/20/2042	4/19/2043	\$3,910.00	\$46,920.00	0.00%
4/20/2043	4/19/2044	\$3,910.00	\$46,920.00	0.00%
4/20/2044	4/19/2045	\$3,910.00	\$46,920.00	15.00%
4/20/2045	4/19/2046	\$4,496.50	\$53,958.00	0.00%
4/20/2046	4/19/2047	\$4,496.50	\$53,958.00	0.00%
4/20/2047	4/19/2048	\$4,496.50	\$53,958.00	0.00%
4/20/2048	4/19/2049	\$4,496.50	\$53,958.00	0.00%
4/20/2049	4/19/2050	\$4,496.50	\$53,958.00	15.00%
4/20/2050	4/19/2051	\$5,170.98	\$62,051.70	0.00%
4/20/2051	4/19/2052	\$5,170.98	\$62,051.70	0.00%
4/20/2052	4/19/2053	\$5,170.98	\$62,051.70	0.00%
4/20/2053	4/19/2054	\$5,170.98	\$62,051.70	0.00%
4/20/2054	4/19/2055	\$5,170.98	\$62,051.70	15.00%
4/20/2055	4/19/2056	\$5,946.62	\$71,359.46	0.00%
4/20/2056	4/19/2057	\$5,946.62	\$71,359.46	0.00%
4/20/2057	4/19/2058	\$5,946.62	\$71,359.46	0.00%
4/20/2058	4/19/2059	\$5,946.62	\$71,359.46	0.00%
4/20/2059	4/19/2060	\$5,946.62	\$71,359.46	15.00%
Total			\$1,552,445.78	