

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 THIRD 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 Third 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 Third 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 Third 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 FINAL ADOPTION
YEAS _____ NAYS _____**

ADOPTED this _____ day of _____, 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Becky Walter, Clerk-Treasurer

Exhibit A - Agreement

THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This Third Amendment to Communications Site Lease Agreement (the “Third Amendment”) is effective on the date of the last signature (the “Effective Date”) by 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 dated March 11, 2005, and a First Amendment to Communications Site Lease Agreement dated March 24, 2007, and a Second Amendment to Communications Site Lease Agreement dated September 23, 2016 (collectively, the “Lease”) 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 Renewal Term beginning on April 20, 2035.**
- 2. Rent will be Three Thousand Four Hundred and 00/100 (\$3,400.00) Dollars per month beginning on April 20, 2035.**
- 3. Beginning on April 20, 2035, the escalation set forth in the Lease 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, in compliance with required permits.**
- 5. As of the Effective Date of this Third 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 Lease 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 Lease besides Rent within twelve (12) months of incurring the cost or the charges are waived.**
- 9. Landlord may assign the Lease 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

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

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

Landlord:

Village of North Baltimore, Ohio, an Ohio municipal corporation
Tenant:

Sprint Spectrum LLC, a Delaware limited liability company

By: _____
By: _____

Print Name: _____
Print Name: _____

Title: _____
Title: _____

Date: _____
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	