

**To: COUNCIL**  
**From: Stephen Barse, Associate Solicitor**  
**Re: Proposed Amendments to:**

**Sprint Spectrum Realty Company, LLC - Butler Avenue**

**T-Mobile Water Tower Leases for Cellular Service - Magnolia Road Site**

Date: November 27, 2024

T-Mobile currently leases space on water towers located at Magnolia Road and at Butler Avenue.

**Butler Avenue Site**

The Butler Avenue lease was dated June 6, 2001 and provided for an initial term of ten (10) years, with three (3) successive five (5) year renewal options for Sprint Spectrum Realty Company, LLC. ("Sprint"). The Lease also provided for annual rent increases in the amount of three (3%) percent. This Lease was amended by written agreement effective November 2014. The amendment permitted the modification of the facilities located on the cell tower and provided for a \$200.00 per month increase in the rent.

This Lease was amended a second time by written agreement dated July 21, 2021. This amendment permitted further modifications to the facilities located on the cell tower and provided for an additional \$200.00 per month increase in the rent.

Sprint, now T-Mobile, is now requesting a third amendment to this Lease. The proposed amendment seeks to grant T-Mobile two additional five (5) year renewal options; the result being that T-Mobile could renew the lease through June 2036, instead of the current expiration date of June 2026. T-Mobile is not proposing any increase in monthly rent as it did with respect to the previous amendments but the leases will still be subject to the annual three (3%) percent rent increases provided in the initial lease.

A copy of the proposed amendment is attached to this memo.

**Magnolia Road Site**

The Magnolia Road lease was executed in June 2002 (there is no date on the signed lease but there is a memo from the Solicitor at that time to the Mayor enclosing a fully executed copy of the Lease). This Lease provided for an initial term of ten (10) years, with three (3) successive five (5) year renewal options for T-Mobile. This Lease also provides for three (3%) percent annual rent increases.

This Lease was amended in 2015 to allow for modification of equipment in order to be in compliance with applicable law.

If approved, this will be the second amendment of this Lease. A copy of the proposed amendment is attached to this memo.

### **Summary**

T-Mobile has renewed both leases for the maximum number of renewals permitted under each Lease, with the final renewal of the Butler Avenue lease set to expire in 2026 and the final renewal of the Butler Avenue lease set to expire in 2027.

The initial Leases provided for sixty (60) days' notice if T-Mobile desires not to renew a lease at the end of the term. The Amendment proposes decreasing the notice period to thirty (30) days prior to any term.

The issues are for consideration are: 1) whether Council agrees to the two (2) five (5) year renewal terms; 2) whether Council agrees to reduce the notice period from sixty (60) days to thirty (30) days; 3) whether Council wants a rent increase in addition to the existing three (3%) percent per year increase (eg. \$200.00/month as provided in the previous amendment); and whether there are any other items Council would like to see addressed.



## AMENDMENT No. 2 TO LEASE AGREEMENT

This 2<sup>nd</sup> Amendment to Lease Agreement (“2<sup>nd</sup> Amendment”) is effective as of the date of execution by the last party to sign (the “**Effective Date**”), by and between T-Mobile Northeast, LLC, a Delaware limited liability company (the “**Carrier**”), and the City of Vineland (the “**City**”). City and Carrier are collectively referred to herein as the “**Parties.**”

### RECITALS

WHEREAS, City and Carrier entered into that certain Lease Agreement dated June 17, 2002, as amended by First Amendment To Lease Agreement, dated March 27, 2015 (collectively, the “**Agreement**”), pursuant to which Carrier is leasing space for a telecommunications facility at 2245 Magnolia Rd. Vineland, NJ (as more fully described in the Agreement, the “**Site**”). City and Carrier now wish to further amend the Agreement as set forth below.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this 2<sup>nd</sup> Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.

2. 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 Carrier may elect not to renew by providing City thirty (30) days’ notice prior to the expiration of the then current Renewal Term.

3. Each person signing this 2<sup>nd</sup> Amendment on behalf of the City or Carrier represents that he or she is duly authorized to sign this 2<sup>nd</sup> Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Agreement and this 2<sup>nd</sup> Amendment, this 2<sup>nd</sup> Amendment shall prevail.

4. City warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to City’s execution of this 2<sup>nd</sup> Amendment, or if any such third party consent or approval is required, City has obtained any and all such consents or approvals.

5. The Agreement remains in full force and effect as amended by this 2<sup>nd</sup> Amendment and is hereby ratified and confirmed by the Parties.

6. This 2<sup>nd</sup> Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed

facsimile and electronic copies of this 2<sup>nd</sup> Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this 2<sup>nd</sup> Amendment to be executed by their duly authorized representatives as of the date first written above.

**Carrier:**

T-Mobile Northeast, LLC

**City:**

City of Vineland

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

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

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

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

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

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

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

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

**AMENDMENT No. 3 TO LEASE AGREEMENT**

This 3<sup>rd</sup> Amendment to Lease Agreement (“3<sup>rd</sup> Amendment”) is effective as of the date of execution by the last party to sign (the “**Effective Date**”), by and between Sprint Spectrum Realty Company, LLC, a Delaware limited liability company (the “**Carrier**”), and the City of Vineland (the “**City**”). City and Carrier are collectively referred to herein as the “**Parties**.”

**RECITALS**

WHEREAS, City and Carrier entered into that certain Lease Agreement dated June 6, 2001, as amended by Amendment No. 1, dated January 14, 2015 and Amendment No. 2, dated July 21, 2021, (collectively, the “**Agreement**”), pursuant to which Carrier is leasing space for a telecommunications facility at 382 West Butler Avenue Vineland, NJ 08360 (as more fully described in the Agreement, the “**Site**”). City and Carrier now wish to further amend the Agreement as set forth below.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this 3<sup>rd</sup> Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.

2. 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 Carrier may elect not to renew by providing City thirty (30) days’ notice prior to the expiration of the then current Renewal Term.

3. Carrier’s addresses for notice purposes in section 21 of the Agreement are hereby deleted and replaced with the following:

Sprint Property Services  
Sprint Site ID No.: PL54XC656\_1CU4371A  
Mailstop KSOPHD0101-Z2650  
6220 Sprint Parkway  
Overland Park, KS 66251-2650

**With a copy to:**

Sprint Law Department  
Attn.: Real Estate Attorney  
Sprint Site ID No.: PL54XC656\_1CU4371A  
Mailstop KSOPHD0101-Z2020  
6220 Sprint Parkway  
Overland Park, KS 66251-2020



4. Each person signing this 3<sup>rd</sup> Amendment on behalf of City or Carrier represents that he or she is duly authorized to sign this 3<sup>rd</sup> Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Agreement and this 3<sup>rd</sup> Amendment, this 3<sup>rd</sup> Amendment shall prevail.

5. City warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to City's execution of this 3<sup>rd</sup> Amendment, or if any such third party consent or approval is required, City has obtained any and all such consents or approvals.

6. The Agreement remains in full force and effect as amended by this 3<sup>rd</sup> Amendment and is hereby ratified and confirmed by the Parties.

7. This 3<sup>rd</sup> Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this 3<sup>rd</sup> Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this 3<sup>rd</sup> Amendment to be executed by their duly authorized representatives as of the date first written above.

**Carrier:**

Sprint Spectrum Realty Company, LLC

**City:**

City of Vineland

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

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

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

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

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

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

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

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