

RESOLUTION NO: 21-2025

INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING AN EXTENSION OF AND AN AMENDMENT TO A SITE LEASE AGREEMENT WITH AN AFFILIATE OF CROWN CASTLE INC. FOR A WIRELESS TELECOMMUNICATIONS (CELLULAR) TOWER AND FACILITIES ON CITY PROPERTY.

WHEREAS, on or about July 11, 1997, the City of Richmond Heights Council authorized a "Site Lease Agreement" ("Lease") with AT&T Wireless PCS, Inc. ("Lessee") for the construction and maintenance of a wireless telecommunications tower and related facilities on the City's property behind City Hall for six (5), five (5)-year terms (total of 30 years) with escalating rent payments to the City for each five (5) year term;

WHEREAS, pursuant to the terms of the Lease, Lessee assigned its interest in the Lease to an affiliate of Crown Castle Inc.(NCWPCS MPL 27-Year Sites Tower Holdings, LLC) (the "Current Lessee") and Crown Castle has negotiated on behalf of the Current Lessee with the City to extend the Lease under amended terms for an additional series of five (5), five (5)-year terms upon the Lease's current expiration in 2027, with a \$30,000 up-front signing bonus to be paid to the City in 2025 for the Lease extension and an increase in the rent payments to the City of three percent (3%) at the commencement of each five (5)-year term over a twenty-five (25)- year period;

WHEREAS, this Council desires to accept Crown Castle's offer as set forth above as a fair and reasonable extension to the current Lease under the proposed terms.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND HEIGHTS, STATE OF OHIO, THAT:

Section 1: The Mayor is hereby authorized and directed to execute on behalf of the City the "Agreement to Amend Lease" in the form attached hereto and incorporated herein by reference as "Exhibit A" and subject to the approval as to form and correctness by the Director of Law.

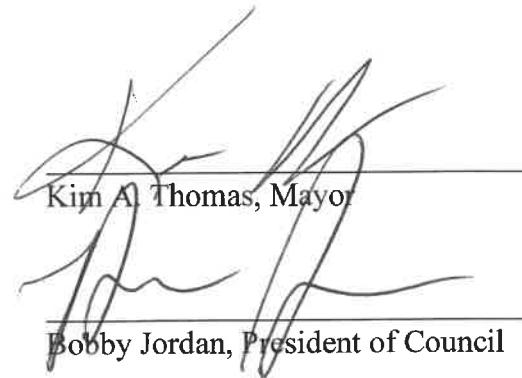
Section 2: All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3: This Resolution shall take effect and be in force at the earliest period of time as provided by law.

PASSED: January 28, 2025

APPROVED: January 28, 2025

ATTEST: Tracey Blair
Tracey Blair, Clerk of Council



Kim A. Thomas, Mayor

Bobby Jordan, President of Council

EXHIBIT A



AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and NCWPCS MPL 27 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

Lessor: <i>City of Richmond Heights, Ohio, an Ohio municipal corporation</i> BU: <i>843460</i>	Site Address: <i>457 Richmond Road Cleveland, OH 44143 Cuyahoga County</i>
Lease Details ("Lease"): <i>Site Lease Agreement dated July 11, 1997, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address ("Premises").</i>	
Amendment Terms:	<ul style="list-style-type: none"><i>Section 9 of the Site Lease Agreement provides for an initial term of five (5) years and five (5) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of July 21, 2027. The Lease will be amended by adding five (5) Renewal Term(s) of five (5) years each. Upon execution of the Lease Amendment, the new final Lease expiration date will be July 21, 2052.</i><i>Escalation Change</i><i>\$30,000.00 Signing Bonus</i>

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this _____ day of _____, 2025.

LESSOR: City of Richmond Heights, Ohio, an Ohio municipal corporation

LESSEE: NCWPCS MPL 27 – Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



AGREEMENT TO AMEND LEASE

SCHEDULE I

Escalation Change

Commencing on July 1, 2027 and every five (5) years thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to fifteen percent (15%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.

Signing Bonus

The Lease Amendment shall include a provision stating that Lessee will pay to Lessor a one-time amount of Thirty Thousand Dollars (\$30,000.00) for the full execution of the Lease Amendment (and any applicable memorandum of lease and/or amendment) within sixty (60) days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.

No Additional Revisions to Lease

The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.

Lessor Initials: _____

Lessee Initials: _____