CITY COUNCIL
READ FILE COVER SHEET

Subject: **Ordinance 1242 concerning Approving a Lease Agreement for Installation of Telecommunications Equipment on City Property (Public Hearing)**

Date: **11/17/2026**

Notice: Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

Purpose:

- ☐ FYI
- ☑ **Read and Comment as Needed**
- ☑ **Action Required by December 7, 2026**
- ☐ In Confidential File Drawer

Approve:

Johnny Boker	☐ Yes	☐ No	☐ No Comment
Comment: _____			
Casi Boyer	☐ Yes	☐ No	☐ No Comment
Comment: _____			
Lizz Clarke	☐ Yes	☐ No	☐ No Comment
Comment: _____			
Matthew Ellis	☐ Yes	☐ No	☐ No Comment
Comment: _____			
David Glenn	☐ Yes	☐ No	☐ No Comment
Comment: _____			
Vicki Jones	☐ Yes	☐ No	☐ No Comment
Comment: _____			

Note: Legislative summary attached.

CITY OF HAVRE DE GRACE
OFFICE OF THE MAYOR

William T. Martin

MEMORANDUM

TO: The Honorable Council President Casi Boyer and
The Honorable Members of the City Council

FROM: Christopher Ricci, Director of Administration

DATE: November 12, 2026

SUBJECT: Ordinance to Approve a Lease Agreement with T-Mobile Northeast LLC

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1. Administrative and Legal Review
At the direction of Mayor Martin, the City Attorney, April Ishak and the Director of Administration, Christopher Ricci, have drafted the attached ordinance.

2. Executive Summary
On behalf of Mayor Martin, the Administration requests the introduction and passage of an ordinance approving a lease agreement with T-Mobile Northeast LLC. This ordinance authorizes the Mayor to execute the agreement, permitting T-Mobile to install and operate telecommunications facilities on City-owned property. The Administration desires that the rent received from this lease be deposited into the City's Water & Sewer Fund, Fund 9.

Key Details

- The leased premises are located on City property adjacent to 1719 Chapel Road, Havre De Grace, MD 21078 (Bulle Rock Water Tower).
- The Havre de Grace Board of Appeals previously approved the installation of these telecommunications facilities as a conditional use on March 5, 2026.
- The rent received from this lease will be allocated to the Water/Sewer Fund, Fund 9.
- T-Mobile will lease 200 square feet, plus any additional property required for the operation of its equipment, such as cable runs and utility lines.
- The initial lease term is five (5) years, which commences on the date T-Mobile begins construction of the antenna facilities.
- The lease includes five (5) successive automatic renewal terms of five (5) years each. T-Mobile can opt out of a renewal by providing sixty (60) days' notice prior to the expiration of the current term.
- T-Mobile will pay the City a monthly rent of $3,000.00 during the initial term.
- The rent will increase by ten percent (10%) at the start of each successive renewal term.
- T-Mobile has the right to install a separate utility meter or submeter. If they do not install a meter, T-Mobile will pay the City a monthly utility fee of $300.00.
- The City will provide T-Mobile with secure, unimpeded access to the premises 24 hours a day, 7 days a week.
- T-Mobile's operations cannot interfere with the City's existing municipal water facilities on the property. If interference occurs, the City reserves the right to terminate the lease.

CITY COUNCIL

OF

HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1242

Introduced by Council President Boyer

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33, 34 AND 76 OF THE HAVRE DE GRACE CITY CHARTER TO APPROVE A LEASE AGREEMENT FOR INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT ON CITY PROPERTY

On: November 16, 2026

at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for December 7, 2026 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

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WHEREAS, T-Mobile Northeast LLC, a Delaware limited liability company ("Lessee") registered to business in Maryland and desires to install telecommunications facilities on City property which is adjacent to 1719 Chapel Road, Havre De Grace, MD 21078 and is identified by Tax ID number 06-072844, Parcel A-1 18,933 SF ("Property"); and

WHEREAS, Lessee seeks to use 200 square feet plus any additional portions of the Property which it may require for the use and operation of its telecommunications facilities as further described in the Lease; and

WHEREAS, the precise location of the Lessee's telecommunications facilities are subject to review and approval by the City's Department of Planning, Planning Commission, and/or Board of Appeals as may be applicable; and

WHEREAS, the Havre de Grace Board of Appeals approved the installation of the telecommunications facilities as a conditional use on March 5, 2026; and

WHEREAS, the Administration desires to allocate the rent received from the Tennant to the City's Water & Sewer Fund, Fund 9; and

WHEREAS, a copy of the proposed lease is attached hereto as Exhibit A.

NOW THEREFORE, it is determined, decided, and ordained by the City Council that:

The Lease with T. Mobile Northeast LLC is approved and the Mayor is authorized to execute a lease agreement substantially in the form attached hereto as Exhibit A for the purposes set forth therein. Furthermore, the rent received from this lease shall be deposited into the City's Water & Sewer Fund, Fund 9.

ADOPTED by the City Council of Havre de Grace, Maryland this __ day of _____, 2026.

SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____, 2026.

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

_____
Christopher Ricci
Director of Administration

_____
William T. Martin
Mayor

Introduced/First Reading: 11/16/2026
Public Hearing:
Second Reading/Adopted:

Effective Date:

Public Hearing

Exhibit A of Ordinance

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between the Mayor and City Council of Havre de Grace, a Maryland municipal corporation("**Landlord**") and **T-Mobile Northeast LLC**, a Delaware Limited Liability Company ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description**. Landlord is the owner of the real property located at 1719 Chapel Rd. Havre De Grace, MD 21078, as further described on **Exhibit A** (the "**Property**"). The Property includes 200 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities, as generally described on **Exhibit B** (the "**Premises**"). In addition to the square footage specified above, the Premises, as defined, shall include, but not be limited to, the following: cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) and the installation of power, telephone and other utility service cables. However, it is expressly agreed that the exact and precise location of the Tenant's Antenna Facilities (as defined below) are subject to review and approval by the planning and/or zoning boards having jurisdiction over the Property. The specific locations, number and type of equipment described in **Exhibit B** is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, relocate or upgrade.

2. **Landlord Cooperation.** After the Effective Date Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Tenant is authorized to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

3. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the **"Antenna Facilities").** The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, expansion, enhancement, upgrading, removal, relocation or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a temporary antenna facility, (e.g. a cell-on-wheels) on the

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Property, including all utilities associated with the use of the temporary antenna facility. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

4. **Lease Term.**

a) The Initial Term of the Lease shall be Five (5) years commencing on the date Tenant commences construction of the Antenna Facilities (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5^{th}) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for Five (5) successive renewal terms of Five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing Sixty (60) days notice prior to the expiration of the then current Term.

5. **Rent/Other Charges.**

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Three Thousand dollars ($3,000.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be increased by ten (10%) percent of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

(i) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord. Additionally, if it is determined by Tenant that Tenant overpaid Landlord for any charges due under the Lease, Tenant is permitted, upon written notice to Landlord, to deduct any such overpayment from Rent amounts due under this Lease.

d) In addition to the charges set forth above, Tenant shall also be responsible for the Utility Tax set forth in City Code Section 177, Article II.

6. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. Tenant shall not interfere with the Landlord's existing municipal water facilities located on the Property and Landlord reserves the right to terminate this Lease in the event Tenant's Antenna Facilities interfere in any way with Landlord's municipal water facilities. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of

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Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice notwithstanding any other cure periods in this Lease. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease.

7. **Utility Services.** Tenant shall have the right to connect to, maintain, repair, modify, upgrade, remove or replace existing utility related equipment and/or construct and install new utility related equipment and lines, including a generator, optical fiber facilities and alternative energy related equipment, to service its Antenna Facilities (collectively, the "**Utility Facilities**"). The Utility Facilities may be brought by Tenant to the Property and the Premises, and the charges for utility usage (the "**Utility Fees**") shall be payable, by one of the following methods:

a) **Separate Meter**. Tenant may install a separate meter at any time during the Term of the Lease and will remit payment directly to the utility provider.

b) **Submeter**

(i) **Smart Submeter**. Tenant may install a submeter that can be remotely managed and read ("**Smart Submeter**"). The Smart Submeter will be read on a **regular/ quarterly** basis and Tenant will be directly invoiced for its Utility Fees, with a copy provided to Landlord's email address. Tenant will remit payment to the Landlord within thirty (30) days of receipt of the invoice; or

(ii) **Manually-Read Submeter.** Tenant may install a sub-meter to monitor Tenant's electrical usage which will be read by Landlord on a monthly basis and which determine Tenant's actual electrical usage. Tenant shall pay to Landlord on a monthly basis for such actual usage within 30 days of receipt of an invoice. The invoice must list the current and previous readings along with the kWh cost, and the building utility invoice must accompany the invoice.

c) If Tenant does not install a separate meter or submeter, Tenant shall pay Landlord Utilities Fees in the amount of Three Hundred Dollars ($300.00) per month for its utility usage when usage commences.

8. **Access and Easements.**

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises including the Utility Facilities on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees. In the event that Landlord does not provide Tenant with access as described, Rent will be abated for the time period where Tenant was denied access to the Antenna Facilities.

b) Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant's equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without providing Tenant prior written notice and an updated set of access keys or new access code(s).

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c) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, installation, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any access, communications, electricity, or other utility equipment and Easements serving the Property, except with the prior written approval of Tenant.

d) Landlord acknowledges that denial of access may adversely impact Tenant's requirement as an FCC licensee to provide 9-1-1 emergency calling services and may adversely impact Tenant's ability to provide wireless services to its customers. Failure to provide Tenant access to the Premises, as required above, within 24 hours after receiving written notice of such failure shall be deemed a material Default. In the event Landlord, its employees or agents impede or deny access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, have the right to deduct from the Rent due under this Lease five hundred and no/100 dollars ($500.00) per day for each day that access is impeded or denied.

9. **Termination.** Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) in its sole discretion for technical, or economic reasons; or (iv) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

10**. Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational or accessible, due to casualty, condemnation, or damages, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

11. **Default and Right to Cure.**

a) The following will be deemed a default by Tenant and a breach of this Lease (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

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b) The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

12. **Taxes.** Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide notice of any tax or assessment within fifteen (15) days for which Tenant is liable in whole or in part. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge. In the event that Landlord fails to pay any taxes or other fees and assessments for the Property, including the Premises, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Landlord shall provide Tenant with written notice of any taxes due that Landlord fails to pay.

13. **Insurance and Subrogation and Indemnification.**

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars ($1,000,000.00) per occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. In no event shall either party be liable for any consequential, special, indirect or punitive damages or causes of loss, whether arising

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from breach of strict liability, contract, tort or otherwise, and regardless of whether or not such party was advised of, or should have known, the possibility of such damages.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

14. **Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ 7BAN704B

If to Landlord, to:
Mayor and City Council of Havre de Grace
Attn: Director of Administration
711 Pennington Ave.
Havre de Grace, MD 21078
Email address: chrisr@havredegracemd.com

Per the W-9 Form Rent is to be paid to:
City of Havre de Grace
ATTN: Director of Finance
711 Pennington Ave.
Havre de Grace, MD 21078

15. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property, except for Tenant's Antenna Facilities and equipment, in good order and condition and in compliance with all applicable laws, including without limitation, the roof and its weatherproof membrane, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

16. **Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**").

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Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

17. **Assignment.**

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Tenant shall also have the right to provide access and easement rights existing under this Lease, for the purposes of bringing in Utility Facilities, including fiber equipment. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

18. **Relocation.**

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work and impose no additional fees, considerations, or conditions upon Tenant. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

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b) If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("**Redevelopment**"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "**Relocation Premises**"), provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant at least twelve (12) months' written notice prior to such relocation; (iv) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section.

19. **Marking and Lighting Requirements.** If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

20. **Miscellaneous.**

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

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f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

(i) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns, but only during the term of the Lease.

h) This Lease 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, scanned and emailed copy and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: Mayor and City Council of Havre de Grace

By: _____
William T. Martin, Mayor

Date: _____

Attest:

_____
Christopher Ricci, Director of Administration

Approved for legal sufficiency:

_____
April C. Ishak, City Attorney

Public Hearing

TENANT: T-Mobile Northeast LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

_____

T-Mobile Legal Approval

Public Hearing

EXHIBIT A
Legal Description

Property address of 1719 Chapel Rd. Havre de Grace, MD 21078
Assessor's tax parcel number of 0296
06-072844 and Parcel A-1 18,933 SF
The Property is legally described as follows:

IMP FD SURE $ 20.00
RECORDING FEE 30.00
TOTAL 50.00
Rcpt # 24553
Oct 22, 2008 12:44 PM

DEED
(Water Tower)
Account 06-072844

THIS DEED (this "Deed") made as of the 25th day of September, 2008, by and between **MTBR Ventures LLC**, a Pennsylvania limited liability company, hereinafter referred to as "Grantor", and **The Mayor and City Council of Havre de Grace**, a municipal corporation of the State of Maryland, hereinafter referred to as the "City."

WHEREAS, Grantor is the owner in fee simple of a certain tract of land containing 0.435 acres, more or less (hereinafter referred to as the "Property"), which lies within the corporate limits of the City of Havre de Grace in Harford County, Maryland. The Property is shown on a plat entitled "Revised Parcel A – Revised Final Plat One, Land of Blenheim L.L.C., et al" (the "Plat"), which plat is recorded among the Plat Records of Harford County in Plat Book No. 122, page 61; and

WHEREAS, Grantor, then known as Abel Ventures, LLC, entered into a Public Works Agreement with the City which requires Grantor to execute this Deed. The Public Works Agreement is dated as of September 16, 2004, and was amended on October 3, 2005; and

WHEREAS, the City assumed operation of the water tower on the Property and related facilities to connect to other City water facilities in November, 2005 and assumed the cost of utilities therefor on or about August 1, 2006.

NOW, THEREFORE, THIS DEED WITNESSETH that Grantor hereby grants and conveys to the City the hereinafter-described Fee Simple Grant for and in consideration of the sum of **Zero Dollars ($0.00),** which sum is the actual consideration paid or to be paid for the within conveyance, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged.

GRANTOR does hereby grant and convey unto the City, its successors and assigns, in fee simple absolute, the Property, together with the water tower thereon and all facilities related thereto, including all pipes going to and from such tower to other such public facilities, subject to the easements shown on the Plat, including Utility Easement 1 intended for the benefit of BGE.

Such Property **BEING** a part of the land described in a deed to Grantor and recorded among the Land Records of Harford County in Liber No. 2983, folio 0341.

TOGETHER with all the improvements thereupon erected and all rights, alleys, ways, waters, privileges, appurtenances and advantages belonging or in anywise appertaining to the Property.

TO HAVE AND TO HOLD the Property unto the City, its successors and assigns, in fee simple, forever.

AND Grantor covenants that it will warrant specially title to the Property and will execute such further assurances of same as may be reasonably requested by the City.

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 7965, p. 0607, MSA_CE54_7968. Date available 10/27/2008. Printed 10/30/2025.

20-
20-
JKA

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 7965, p. 0608, MSA_CE54_7968. Date available 10/27/2008. Printed 10/30/2025.

THIS DEED shall bind and inure to the benefit of the parties hereto and their respective successors, and assigns. Whenever used herein, the terms "Grantor" and the "City" shall mean and refer not only to such person(s) and entities, but also to their respective successors, and assigns.

AS WITNESS the hands and seals of the parties hereto.

WITNESS/ATTEST:

Margaret Larson

GRANTOR:

MTBR VENTURES LLC
By: MTBR LLC

By: _____ (SEAL)
Richard M. Alter
Authorized Person

LIBER 07965 FOLIO 608

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 7965, p. 0609, MSA_CE54_7968. Date available 10/27/2008. Printed 10/30/2025.

GRANTEE:
MAYOR AND CITY COUNCIL OF HAVRE DE GRACE

By:_____(SEAL)
Wayne H. Dougherty, Mayor

_____
Carol M. Mathis, Director
of Administration

Approved as to form and
legal sufficiency this ____ day
of _____, 2008

_____
Paul W. Ishak, Esquire
City Attorney

Reviewed and concur this ___ day
of _____, 2008

_____
Larry Parks, Director of the
Department of Public Works

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, on this 25th day of September, 2008, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared **Richard M. Alter**, Authorized Person of MTBR LLC, sole member of **MTBR Ventures LLC**, Grantor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed as Grantor, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My commission expires: 5/1/09

TAMERA LYNNE COLLETTI
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD
Com. Expires 05-01-09

LIBER 07965 FOLIO 609

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 7965, p. 0610, MSA_CE54_7968. Date available 10/27/2008. Printed 10/30/2025.

GRANTEE:
MAYOR AND CITY COUNCIL OF HAVRE DE GRACE

Carol M. Mathis, Director
of Administration

By: _____ (SEAL)
Wayne H. Dougherty, Mayor

Approved as to form and legal sufficiency this 15th day of September, 2008

Paul W. Ishak, Esquire
City Attorney

Reviewed and concur this 15th day of September, 2008

Larry Parks, Director of the
Department of Public Works

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, on this ____ day of _____, 2008, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared **Richard M. Alter**, Authorized Person of MTBR LLC, sole member of **MTBR Ventures LLC**, Grantor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed as Grantor, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My commission expires:_____

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, on this 15th day of September, 2008, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared **Wayne H. Dougherty**, who acknowledged himself to be the **Mayor of the City of Havre de Grace, Maryland** (the "City"), and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said City of Havre de Grace, Maryland, by himself as Mayor.

AS WITNESS my hand and Notarial Seal.

PAUL ISHAK NOTARY PUBLIC HARFORD CO. MD

Notary Public

My commission expires: My Comm. Expires November 01, 2009

Certificate of Preparation By Maryland Attorney

This is to certify that the within instrument has been prepared by the undersigned Maryland attorney.

Ann Clary Gordon

Return to: **Ann Clary Gordon, Esq.**
Shapiro Sher Guinot & Sandler
36 S. Charles Street
Suite 2000
Baltimore, Maryland 21201
(410) 385-4225

HARFORD COUNTY MARYLAND
TRANSFER TAX PD $ 0
ALL OTHER TAXES PAID 10/13/08

ALL MUNICIPAL TAXES
AND CHARGES PAID
ABERDEEN: _____
BEL AIR: _____
HAVRE DE GRACE: 10/13/08

PROPERTY PRESENTLY NOT ON WATER
& SEWER SYSTEM PER:
DATE: 10/13/08 HARFORD COUNTY

HARFORD COUNTY CIRCUIT COURT (Land Records) JUR 7965, p. 0611, MSA_CE54_7968. Date available 10/27/2008. Printed 10/30/2025.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: HARFORD

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments — ( ) Check Box if addendum Intake Form is Attached.

X Deed / Deed of Trust	Mortgage / Lease	Other	Other

2 Conveyance Type Check Box

Improved Sale Arms-Length *[1]*	Unimproved Sale Arms-Length *[2]*	Multiple Accounts Arms-Length *[3]*	Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	MD Ann. Code, Tax Property Article 12-108(a)(1), 13-207(a)(1),
State Transfer	13-402.1(b)(2)
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( )% =	$
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 0.00	$
Surcharge	$ 0.00	$
State Recordation Tax	$ 0.00	$
State Transfer Tax	$ 0.00	$
County Transfer Tax	$ 0.00	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
06	072844	2983/341	44	296	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
					0.435 AC

Location/Address of Property Being Conveyed (2)

BULLE ROCK PARKWAY; PARCEL A-1 WATER TOWER

Other Property Identifiers (if applicable) | Water Meter Account No.

Residential or Non-Residential ✔ | Fee Simple ✔ or Ground Rent | Amount:

Partial Conveyance? Yes ✔ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
MTBR VENTURES LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE	

New Owner's (Grantee) Mailing Address

711 PENNINGTON AVENUE, HAVRE DE GRACE, MD 21078

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: CINDY HINES

Firm SHAPIRO SHER GUINOT & SANDLER

Address: 36 S. Charles Str., Suite 2000, Baltimore, MD 21201

Phone: (410) 385.4219

☑ Return to Contact Person ☐ Hold for Pickup ☐ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTCOPY MUST ACCOMPANY EACH TRANSFER

Yes ☑ No Will the property being conveyed be the grantee's principal residence?

Yes ☑ No Does transfer include personal property? If yes, identify:

Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

	20	20	Geo.	Map	Sub	Block
Year						
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Distribution: White – Clerk's Office; Pink – Office of Finance; Canary – SDAT; Goldenrod – Preparer

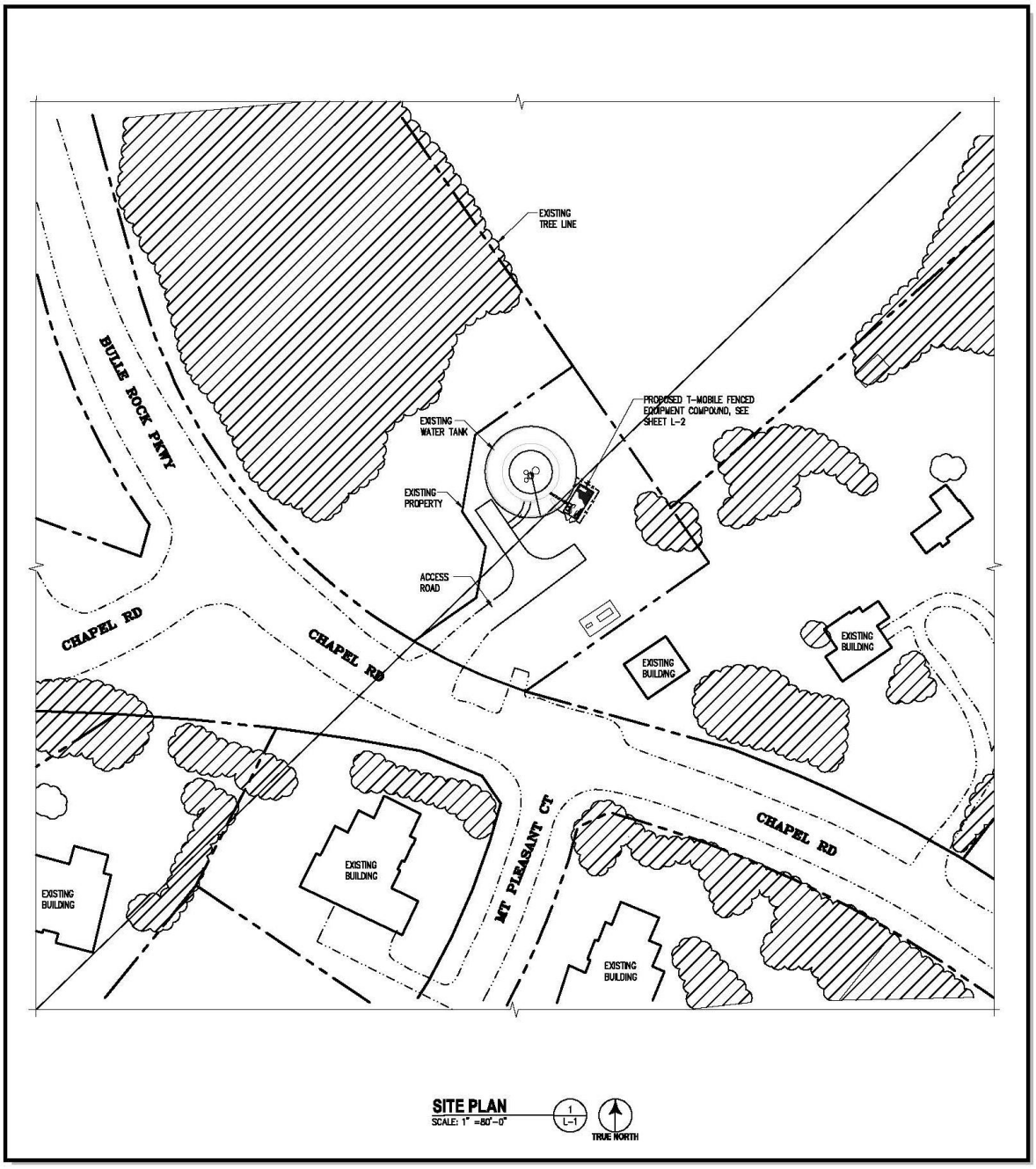
AOC-CC-300 (5/2007)

LIBER 07965 FOLIO 612

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 7965, p. 0612, MSA_CE54_7968. Date available 10/27/2008. Printed 10/30/2025.

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).



entrex communication services, inc.
6100 EXECUTIVE BLVD
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401
PHONE: (410) 562-6043

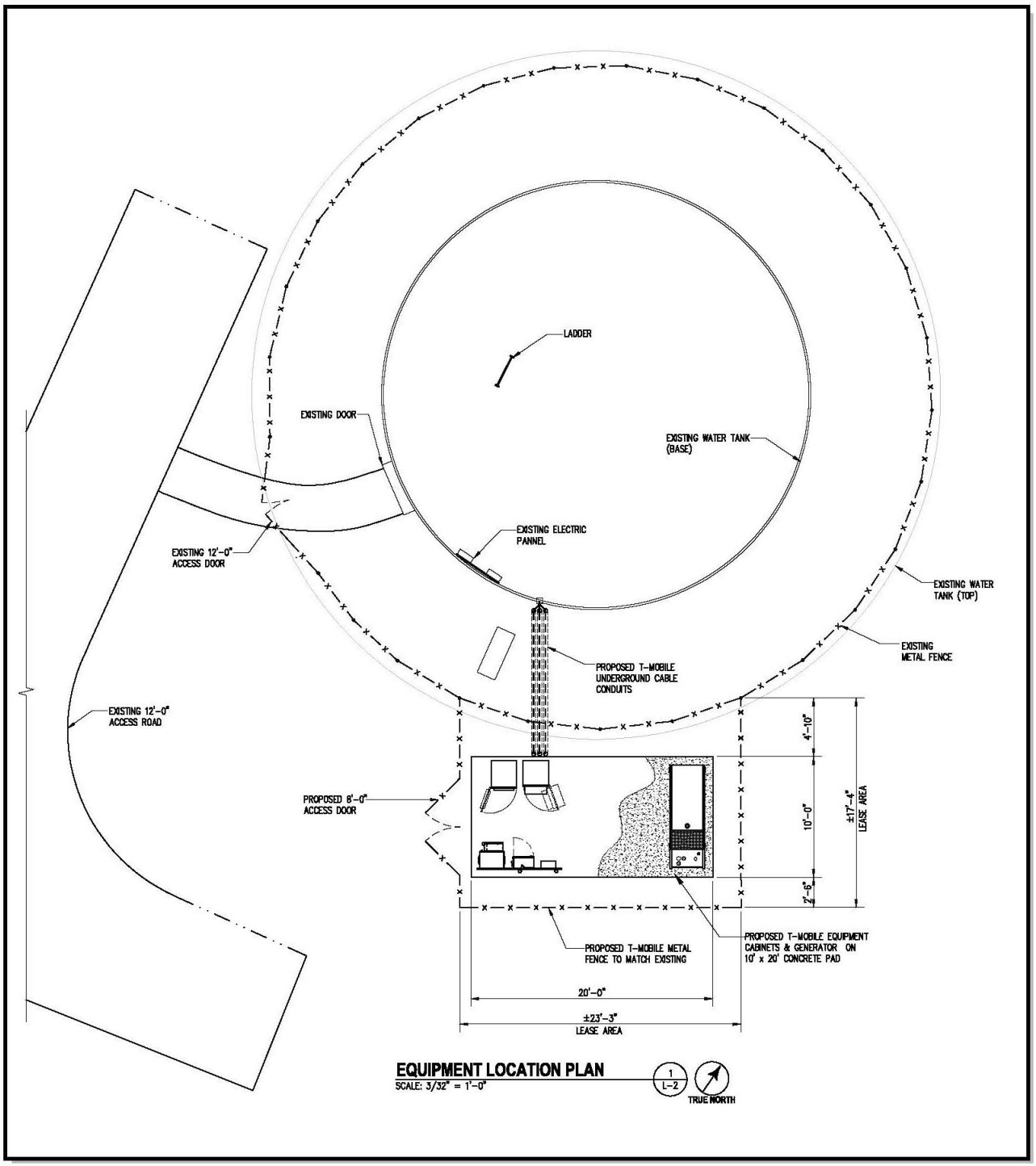
T-Mobile
T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVE
BELTSVILLE, MD 20705
PHONE: (240) 264-8600

7BAN704B
BULLE ROCK

1719 CHAPEL RD
HAVRE DE GRACE, MD 21078

LEASE EXHIBIT

TITLE:	DATE	DESCRIPTION	REV.
SITE PLAN	07-15-2025	LEASE EXHIBIT REVIEW	A
	09-05-2025	LEASE EXHIBIT	0
PROJECT NO: 1160.329	SHEET NO: L-1		
DESIGNER: K.M.	ENGINEER: C.S.		



entrex communication services, inc.
6100 EXECUTIVE BLVD
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

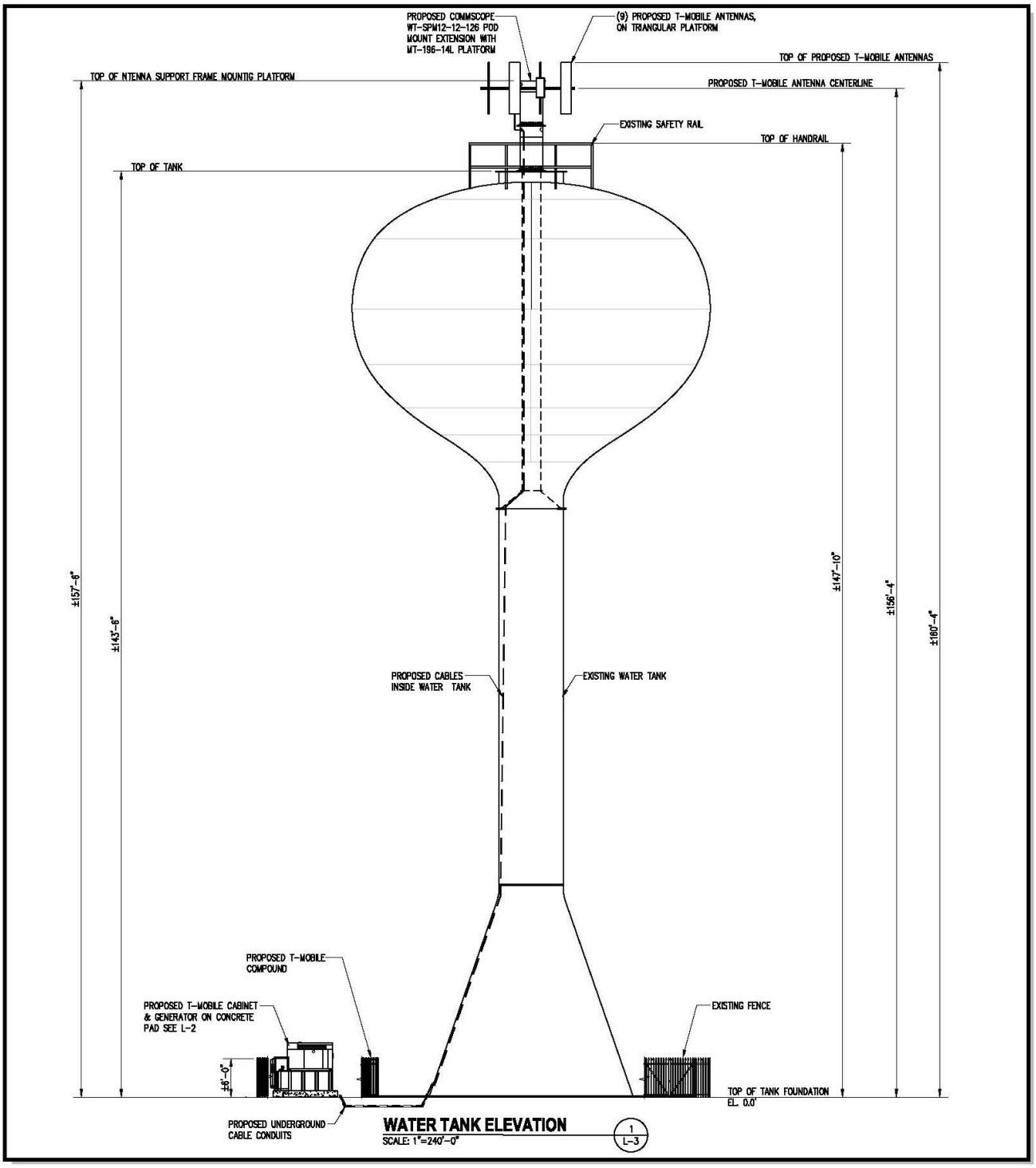
smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401
PHONE: (410) 562-6043

T-Mobile
T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVE
BELTSVILLE, MD 20705
PHONE: (240) 264-9600

7BAN704B
BULLE ROCK
1719 CHAPEL RD
HAVRE DE GRACE, MD 21078

LEASE EXHIBIT

TITLE:	DATE	DESCRIPTION	REV.
EQUIPMENT LOCATION PLAN	07-15-2025	LEASE EXHIBIT REVIEW	A
	09-05-2025	LEASE EXHIBIT	0
PROJECT NO: 1160.329 / SHEET NO: L-2			
DESIGNER: K.M. / ENGINEER: C.S.			



entrex communication services, inc.
6100 EXECUTIVE BLVD
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401
PHONE: (410) 562-8043

T-Mobile
T-MOBILE NORTHEAST LLC
12050 BALTIMORE AVE
BELTSVILLE, MD 20705
PHONE: (240) 264-8600

7BAN704B
BULLE ROCK

1719 CHAPEL RD
HAVRE DE GRACE, MD 21078

LEASE EXHIBIT

TITLE:	DATE	DESCRIPTION	REV.
WATER TANK ELEVATION	07-15-2025	LEASE EXHIBIT REVIEW	A
	09-05-2025	LEASE EXHIBIT	0
PROJECT NO: 1160.329	SHEET NO: L-3		
DESIGNER: K.M.	ENGINEER: C.S.		

EXHIBIT C

Memorandum of Lease

THIS MEMORANDUM OF SITE LEASE AGREEMENT (this "**Memorandum of Lease**") is made on this _____ day of _____, 2026, by the Mayor and City Council of Havre de Grace, a Maryland municipal corporation, with an office address at 711 Pennington Ave. Havre de Grace, Maryland 21078 ("**Landlord**"), as lessor, and T-MOBILE NORTHEAST LLC, a Delaware limited liability company, and subsidiary of T-Mobile USA, Inc., with its principal office located at 12920 South East 38th Street, Bellevue, Washington 98006("**Tenant**"), as lessee.

1. Landlord and Tenant entered into a Site Lease Agreement ("**Lease**") on the _____ day of _____, 2026, for the placement of the Tenant's Premises together with easements for access and utilities associated with Tenant's Antenna Facilities and other improvements. All of the foregoing is set forth in the Lease.

2. The term of the Lease is for five (5) years commencing on the ____day of _____, 2026 ("**Commencement Date**") and shall automatically be extended for a Renewal Term at the end of the applicable Term for up to five additional renewal terms of five years each, or terminated sooner, subject to the provisions of the Lease.

3. The Property which is subject of the Lease is described in **Exhibit A** annexed hereto. The portion of the Property being leased to the Tenant (the "**Premises**") is described in Exhibit B annexed hereto.

[*SIGNATURES APPEAR ON THE FOLLOWING PAGE*]

Public Hearing

IN WITNESS WHEREOF, the parties hereto, consenting to be legally bound, have placed their hands and seals below as of the date set forth herein.

Mayor and City Council of Havre de Grace

By: _____
William T. Martin
Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

_____
April C. Ishak
City Attorney
Date: _____

STATE OF MARYLAND

On the _____ day of _____, 20__, ***William T. Martin***, personally appeared before me, and personally acknowledged to be the Acting Mayor of the City of Havre de Grace, a Maryland municipal corporation, and that as such Acting Mayor of the City of Havre de Grace, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as Acting Mayor of the City of Havre de Grace.

In witness whereof, I hereunto set my hand and official seal.

_____
Notary Public

My commission expires: _____

Public Hearing

T-Mobile Northeast LLC

By: _____

Name:

Title:

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20__, _____, personally appeared before me, and personally acknowledged himself to be the _____ _____, of Tenant, and that s/he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as the duly authorized signatory for _____.

In witness whereof, I hereunto set my hand and official seal.

_____
Notary Public

My commission expires: _____

Public Hearing