

School Board Executive Summary

Topic: Cell Tower Site Lease Amendment

Date: March 23, 2026

Presented by: Nick Lesiak, In-House Legal Counsel



Recommended Action:

- ☐ Information Only
- ☐ Presentation/Discussion
- ☒ Discussion/Action by Board of Education
- ☐ Presentation/Action Next Meeting

Recommendation: Request approval by the Board of Education to amend the District's cell tower lease agreement with Sprint Spectrum Realty Company (SSLP).

Background: The District has leased space at Oakdale Elementary to Sprint Spectrum Realty Company since 2001. This Second Amendment to the Site Lease Agreement allows SSLP to add a backup generator and will increase the existing rent by \$250.00 per month.

Attachment(s): Second Amendment to Site Lease Agreement

SECOND AMENDMENT TO SITE LEASE AGREEMENT

This Second Amendment to PCS Site Agreement (this “**Amendment**”) is made by and between School District 66 of Douglas County (“Owner”) and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), successor in interest to Sprint Spectrum LLC (formerly a limited partnership), a Delaware limited liability company, (“SSLP”).

WHEREAS, Owner and SSLP entered into that certain PCS Site Agreement dated August 27, 2001, (the “Lease”), whereby Owner leased to SSLP certain portions of the Property located at 9801 West Center Rd., Omaha, Nebraska (the “Lease Premises”); and,

WHEREAS, Owner and SSLP hereby affirm that, as of the date hereof: (i) no breach or default by Owner or SSLP occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and SSLP hereby agree as follows:

1. Pursuant to Section 1. Premises and Use of the Lease, SSLP shall have the right to modify its equipment as described and depicted in the attached **Exhibit A-1. Owner hereby consents to and approves of the modifications described and depicted on Exhibit A-1 in all respects.**
2. **Modification to Rent/Other Charges.** Upon the effective date of this Amendment, the Agreement is modified to increase the existing Rent by an amount of Two Hundred Fifty and no/100 Dollars (\$250.00) per month.
3. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
4. This Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
5. Owner represents and warrants to SSLP that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
6. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Amendment.
7. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

[SIGNATURE PAGE TO FOLLOW]

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

SSLP

Sprint Spectrum Realty Company, LLC

By: _____

Name: _____

Title: _____

Date: _____

OWNER

School District 66 of Douglas County

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A-1

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

