

PLANNING AND DEVELOPMENT MEMORANDUM
#11-09

March 24, 2011

TO: Honorable Joyce Downing and City Council Members

FROM: William Simmons, City Manager *WMS*
James Hayes, Director of Planning and Development *JH*
David Willett, Director of Public Works
Shawn Cordsen, Director of Finance *SC*

SUBJECT: Review of proposals for Commercial Mobile Radio Service (CMRS) towers on City property

BACKGROUND:

The City of Northglenn has several locations suitable for Commercial Mobile Radio Service (CMRS) towers ("cell towers"), and some of the sites are currently leased to private companies. Over the last few months, staff met with various tower and telecommunications consultants seeking to construct new towers and/or equipment in the City of Northglenn on public property. Staff requested written information and graphics from each of the consultants to enable a formal discussion with the City Council. In recent weeks, staff has received formal proposals to place new communications systems at the following locations:

- Wyco Park (117th and Wyco Drive) – Additional ground expansion and new array on existing pole
- Water Treatment Facility (112th Avenue/West of Pecos Street) – Additional ground expansion and new monopole
- Water Tank Property (112th Avenue and I-25) – New ground lease and new lattice tower

Two different consultants for Lightsquared submitted information for the first two sites and a representative for Atlas Tower submitted a proposal for the water tank property. A list of attachments and staff summary for each site is outlined below:

Wyco Park – Lightsquared

- Communications Site Lease Agreement (Ground)
- Exhibit C-2 – Tower Elevation
- Exhibit C-3 – Compound Detail
- Photo rendering (additional ground expansion and new array on existing pole)
- Denver Business Journal article, dated Sept. 17-23, 2010
- Lightsquared press release

The Wyco Park proposal does not include construction of a new tower, only an additional ground lease. The existing pole was permitted and constructed several years ago, and

hosts two different carriers. The new tenant is proposed to be Lightsquared LP and the proposed lease rate is \$500.00 per month for 49 square feet of land. The initial lease term is 5 years with four, 5 year renewal options. The exhibits and photo rendering outline the new lease area as well as the location of the third carrier below the two existing carriers. Although this proposal is substantially complete, it is unclear if the lease rate is consistent with market rates and if the additional infrastructure is appropriate on the site.

Water Treatment Facility – Lightsquared

- LE-1 – Overall Site Plan
- LE-2 – Enlarged Site Plan
- LE-3 – Tower Elevation, Antenna Plan & Schedule
- Photo rendering (additional ground expansion and new monopole)

The Water Treatment Facility proposal is more complex since it includes a new ground lease area and new tower for up to four new carriers. Lightsquared is proposing the initial carrier be located on the top of the tower, 80 feet high. A formal lease or other written proposal was not included with the information. Staff was unable to fully analyze this proposal due to the very limited information submitted.

Water Tank Property – Atlas Tower

- Written proposal, dated February 25, 2011
- Written proposal, dated March 3, 2011
- Site Plan
- Photo rendering (new lattice tower)

The Water Tank Property proposal includes two different concepts submitted on February 25 and March 3 respectively. Both proposals are speculative since Atlas does not have a carrier to locate on the tower at this time. However, they have longstanding partnerships with AT&T, Verizon, Sprint, and other companies. In addition, they are currently negotiating with a carrier for this location. In general, the proposal includes a lease of approximately 2,000 square feet and a large lattice tower similar in height to the ADCOM tower already built on the site. The proposed lease rate is \$700.00 per month plus \$200.00 per month for each carrier located on the tower. The maximum number of carriers was not identified in the proposal.

The second letter outlines a variation of the first proposal and offers a lease rate of \$800.00 per month upon placement of the first carrier, plus \$200.00 per month for each additional carrier. This proposal also states Atlas and the City would enter into a Master Agreement for the construction, leasing, and management of tower development. One hundred percent (100%) of the construction costs would be borne by Atlas and the City would receive revenue for each site as carriers are added. The other component of the Master Agreement is that Atlas is proposing to be the one and only telecommunications tower developer on City owned land. All other carriers would lease space from Atlas, who would, in turn increase the monthly lease payments.

After reviewing the initial information provided by each company, staff believes there are numerous issues to be analyzed and considered before moving forward with any of the potential sites. If the Master Agreement option with Atlas is selected, many of these

issues may be resolved during the negotiations. In a minimum investment scenario, the City may want to consider retaining an appraiser for each of the potential sites covered by the Master Agreement. This cost may be shared with Atlas as part of the Agreement.

If the City Council believes a formal, third-party telecommunications consultant is preferable, staff has prepared a draft scope of work as an attachment to this memorandum. The ultimate goal of a consultant would be to develop a strategic telecommunications (tower) plan for the City and there are several companies that may be able to provide this type of analysis.

ALTERNATIVES:

1. Direct staff to proceed with contract negotiations with one or more of the proposed telecommunications tower sites.
2. Reject one or more of the proposed telecommunications tower sites.
3. Direct staff to proceed with Master Agreement negotiations with Atlas Tower for all of the sites within the City.
4. Direct staff to retain an appraiser to assist in the determination of market rates for telecommunications tower leases (Phase 1 of scope).
5. Direct staff to retain a telecommunications consultant to analyze the City of Northglenn owned properties for facility opportunities (Phases 1-3 of scope).
6. Any combination of one through five, listed above.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to the proposals at this time.

BUDGET/TIME IMPLICATIONS:

Although the tower consultants are requesting quick action on the proposals, staff believes there are more questions than answers provided with each of the proposals. Although there may be a stream of revenue to the City once the leases are executed, it is not clear if the proposals are consistent with market rates for these types of facilities. If a telecommunications consultant is retained, the cost will be shared by the Department of Planning and Development and Department of Public Works. However, the total cost for consulting services is unknown at this time.

RECOMMENDATION:

Staff is not recommending any one alternative at this time, and will be able to offer additional comments based on the discussion on March 24, 2011.

STAFF REFERENCE:

If Council members have any comments or questions they may contact James Hayes, Director of Planning and Development at 303-450-8937 or jhayes@northglenn.org.

ATTACHMENTS:

Three separate communications tower proposals

- Wyco Park – Lightsquared
- Water Treatment Facility – Lightsquared
- Water Tank Property – Atlas Tower
- (Draft) Scope of Work (for telecommunications consultant)

(Draft) Scope of Work

Market – Phase 1 (Appraiser and/or telecommunications consultant)

- Examine current leases held by the City and provide recommendations on strategic amendments at appropriate milestones in lease life cycle.
- Provide guidelines on proposals for cell tower lease buyouts and renegotiations of existing leases.
- Provide current snapshot of the cell tower market including appropriate lease rates and terms
- Provide analysis of current review fee structure for area municipalities.

Regulations – Phase 2 (Telecommunications consultant)

- Examine current regulations included in Article 56 of the zoning ordinance and provide feedback on amendments to judiciously regulate future CMRS facilities on both public and private property.
- Provide analysis of current review process of area municipalities.

City Property – Phase 3 (Telecommunications consultant)

- Inventory current Commercial Mobile Radio System (CMRS) leases and existing CMRS private assets associated with city owned property.
- Identify key City Owned properties that hold strategic advantage with regard to future CMRS siting. Inventory should include constraints with regard to existing utilities and future development plans.
- Highlight key existing infrastructure that affords opportunities for City communication equipment.
- Provide feasibility and revenue study of constructing a tower owned by the municipality.
- General study of utility operations and logistics at the water treatment plant and water tank facility

Site Name (if applicable):

Site Number: [TMUSCODNVR0274-C7](#)

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT ("**Agreement**") is by and between LightSquared LP ("**Tenant**") and <Landlord>, [City of Northglenn](#)<Entity> ("**Landlord**").

For One Dollar (\$1.00) paid to Landlord, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Landlord owns, leases, or licenses a parcel of land ("**Land**") located in the City of [Northglenn](#), County of [Adams](#), State of [Colorado](#), commonly known as [11501 Wyco Drive](#) (APN: _____). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("**Effective Date/Due Diligence Period**"), Landlord hereby leases to Tenant approximately 49 square feet of the Land and all access and utility easements necessary or desirable therefor ("**Premises**"), as may be described generally in Exhibit B annexed hereto.

2. Effective Date/Due Diligence Period. This Agreement shall be effective on the date of full execution hereof ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("**Due Diligence Period**"), Tenant shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Tenant may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Tenant determines, during the Due Diligence Period, that the Premises are not appropriate for Tenant's intended use, or if for any other reason, or no reason, Tenant decides not to commence its tenancy of the Premises, then Tenant shall have the right to terminate this Agreement without penalty upon written notice to Landlord at any time during the Due Diligence Period and prior to the Term Commencement Date. Landlord and Tenant expressly acknowledge and agree that Tenant's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Tenant shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. Term. The term of Tenant's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for four (4) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. Rent. Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent five hundred and 00/100 Dollars (\$500.00) per month ("**Rent**"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at _____; Attention: _____. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

5. Use. From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. Facilities; Utilities; Access.

(a) Tenant has the right to construct, erect, maintain, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, cable, fiber, and necessary back haul facilities, air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, a standby power source and supporting equipment and structures therefor ("**Tenant Facilities**"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas

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to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than one (1) foot below grade level.

(b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. Landlord agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Tenant or to the servicing utility company at no cost to the Tenant, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location reasonably acceptable to Landlord and the servicing utility company.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land as may be described generally in Exhibit B.

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways. Notwithstanding the foregoing, Tenant may construct an access road to the Premises ("**Access Road**"), across the Land as more fully described in Exhibit B, if Tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss caused by other casualty or cause beyond Tenant's control. Landlord shall be responsible for any damages to the Access Road caused by Landlord's, or Landlord's agents, employees, licensees, invitees or contractors, use of the Access Road, and shall be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement, which costs shall be Landlord's sole responsibility.

7. Interference.

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("**FCC**") requirements and in a manner that will not cause interference to Landlord or other lessees or licensees of the Land, provided that any such installations predate that of the Tenant Facilities; and also provided that Landlord or other lessees or licensees of the Property are in compliance with all FCC requirements.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. Taxes. If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Landlord shall pay all real property taxes, assessments and deferred taxes on the Land. If Landlord becomes delinquent in the payment of Landlord's taxes, Tenant may, but is under no obligation to, pay Landlord's delinquent taxes and offset such amounts from the Rent.

9. Waiver of Landlord's Lien.

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("**Collateral**") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in

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the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, representation, warranty or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that the Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction, installation or operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic, network design or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed Memorandum of Agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

11. Destruction or Condemnation. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Tenant, at Tenant's sole cost and expense, shall procure and maintain on the Premises and on the Tenant Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Landlord, at Landlord's sole cost and expense, shall procure and maintain on the Land and its property located thereon, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Each party shall be named as an additional insured on the other's policy. Upon written request, each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days following the Effective Date.

13. Waiver of Subrogation. Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Land or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. Indemnity and Limits on Liability.

(a) Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the Land. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

(b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER LANDLORD NOR TENANT SHALL EVER BE LIABLE FOR ANY CLAIM AGAINST THE OTHER FOR LOSS OF

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ANTICIPATORY PROFITS, LOST BUSINESS OPPORTUNITIES, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL NOR PUNITIVE DAMAGES INCURRED.

15. Assignment and Subletting. Tenant may assign this Agreement, or sublet or license the Premises or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("***Waiver of Landlord's Lien***") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. Warranty of Title and Quiet Enjoyment. Landlord warrants that: (i) Landlord has good and marketable fee simple title to and/or valid and subsisting leasehold interest in and access to the Land and the Land is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

17. Repairs. Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

18. Hazardous Materials.

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The duties described in this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii)

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environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is, and shall remain for the Term and any Renewal Term, in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any government authority, which has proper jurisdiction over such Land and personal property. Both parties shall each, at their own cost and expense, obtain and maintain for the Term and any Renewal Term, all federal, state and local permits and licenses necessary for each to operate under this Agreement.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Landlord:

<Landlord>
<Address>
<City>, <State> <Zip>
Attn: <Name>
Phone: <Phone>

Tenant:

LightSquared LP
10802 Parkridge Blvd.
Reston, Virginia 20191
Telephone: (703) 390-2700
Facsimile: (703) 390-6113
Attention: Legal Department

With a copy to:

Property Management Director
10802 Parkridge Blvd.
Reston, Virginia 20191

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(f) This Agreement shall be governed by the laws of the State in which the Land is located.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.

(h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate with Tenant, including executing necessary documentation for zoning and permitting and obtaining information and documentation and clearing any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

Site Name (if applicable):

Site Number: [TMUSCODNVR0274-C7](#)

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(m) All Exhibits annexed hereto form material parts of this Agreement.

(n) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD:

<Landlord>
<Entity>

TENANT:

**LightSquared LP by its general partner,
LightSquared GP Inc.**

By: _____

Name: _____

Title: _____

Date: _____

Tax I.D.: _____

By: _____

Name: _____

Title: _____

Date: _____

Site Name (if applicable):

Site Number: [TMUSCODNVR0274-C7](#)

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 20____, by and between <Landlord>, <Entity>, as Landlord,
and _____, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: <APN>

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

Site Name (if applicable):

Site Number: [TMUSCODNVR0274-C7](#)

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 20____, by and between <Landlord>, <Entity>, as Landlord and _____, as Tenant.

The Premises are described and/or depicted as follows:

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO

Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

Site Name (if applicable):

Site Number: [TMUSCODNVR0274-C7](#)

EXHIBIT C

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

Property Management Director
10802 Parkridge Blvd.
Reston, Virginia 20191

**MEMORANDUM OF AGREEMENT
<Site Number> / <Site Name>
APN: <APN>**

This MEMORANDUM OF AGREEMENT is entered into on this _____ day of _____, 20__, by and between <Landlord>, <Entity>, with an address at <Address>, <City>, <State>, <Zip> ("**Landlord**") and LightSquared LP ("**Tenant**").

1. Landlord and Tenant entered into a Communications Site Lease Agreement ("**Agreement**") dated as of _____, 20__, effective upon full execution of the parties ("**Effective Date**") for the purpose of Tenant undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("**Term Commencement Date**"), and terminating on the fifth anniversary of the Term Commencement Date with four (4) successive five (5) year options to renew.
3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "**Premises**") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

<Landlord>,
<entity>

TENANT:

**LightSquared LP by its general partner
LightSquared GP Inc.**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Site Name (if applicable):

Site Number: [TMUSCODNVR0274-C7](#)

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____ **(Landlord)**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

STATE OF _____

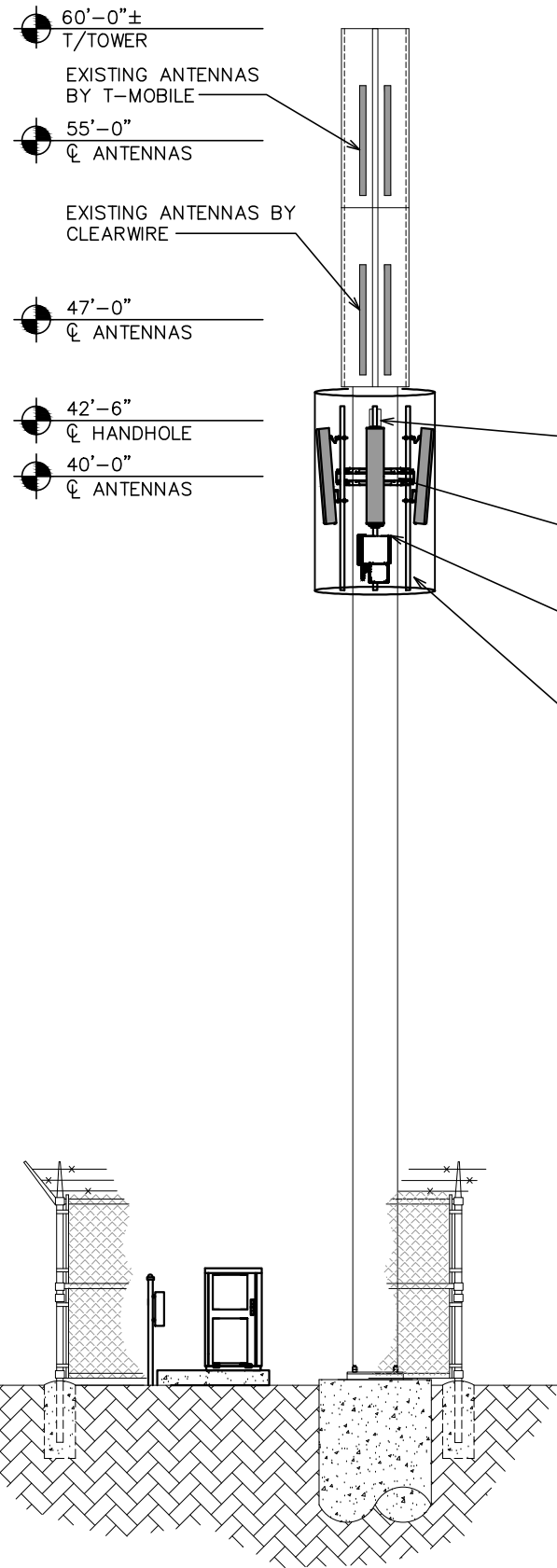
COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____



ANTENNA/COAX SCHEDULE											
ANTENNA	SECTOR	MANUFACTURER (MODEL #)	AZIMUTH**	MOUNTING HEIGHT	RRU (MODEL #)	COAX SIZE***	COAX LENGTH	ELEC. D-TILT	MECH. D-TILT	Tx FREQ. (MHz)	Rx FREQ. (MHz)
A1	ALPHA	PROPOSED ARGUS HPX308R	0°	CL @ 40'	NSN FLEXI-RRU	HYBRID CABLE 1¼"Ø	70'±	0°	-2°	1525-1559	1626.5-1660.5
B1	BETA	PROPOSED ARGUS HPX308R	120°		NSN FLEXI-RRU			0°	-2°	1525-1559	1626.5-1660.5
C1	GAMMA	PROPOSED ARGUS HPX308R	240°		NSN FLEXI-RRU			0°	-2°	1525-1559	1626.5-1660.5

* - RF DESIGN PROVIDED BY WFI ON AUGUST 23, 2010 (PRELIM RF CONFIGURATION)
 ** - AZIMUTHS BASED ON TRUE NORTH (MAGNETIC DECLINATION = 8°59' EAST)
 *** - FIBER ROUTED TO RRU. 3' LDF4-50A TOP JUMPER FROM RRU TO ANTENNA.

PLANS PREPARED FOR:
LightSquared
 10802 Parkridge Blvd.
 Reston, VA 20191
 Office: (877) 678-2920

PLANS PREPARED FOR:
WFI
 999 18th Street, Suite 3000
 Denver, CO 80202
 Office: (253) 732-2939

PROJECT INFORMATION:
TMUSCODNVR0274-C7
 11501 WYCO DRIVE
 NORTHGLENN, CO 80233
 (ADAMS COUNTY)
 T-MOBILE SITE#: DN03480D

PLANS PREPARED BY:
TOWER ENGINEERING PROFESSIONALS
 11152 HURON ST., SUITE 210
 NORTHGLENN, CO 80234
 OFFICE: (303) 974-5619
 www.tepgroup.net
 CC LICENSE # 42298

SEAL:

 December 9, 2010

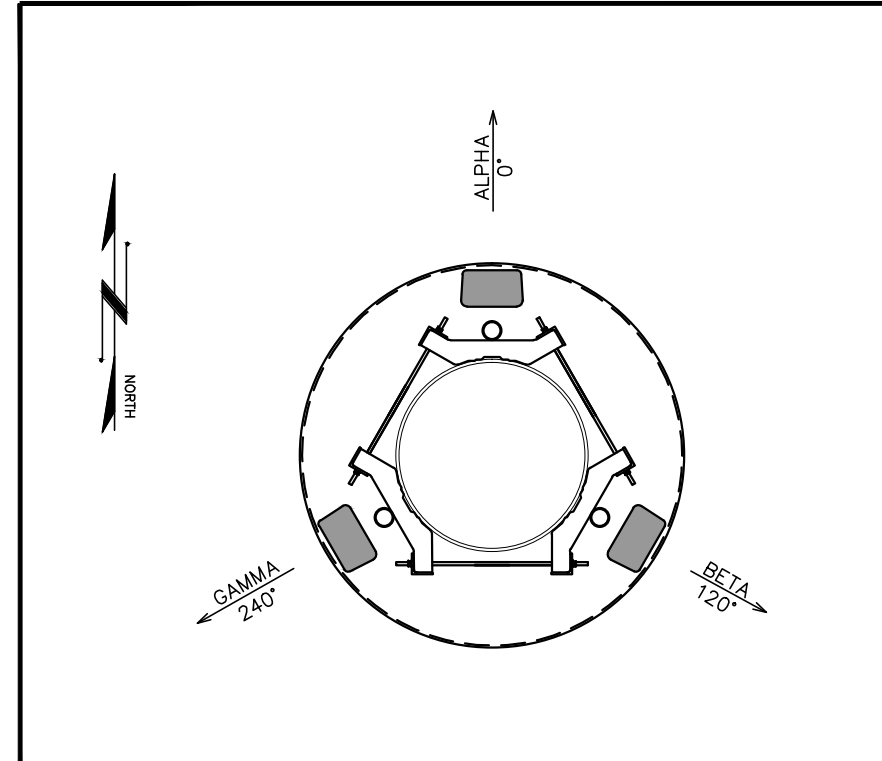
0	12-09-10	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: ARB | CHECKED BY: NMC

SHEET TITLE:
TOWER ELEVATION

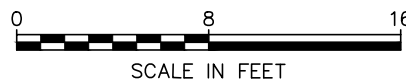
SHEET NUMBER:
C-2

REVISION:
0
 TEP #: 103116



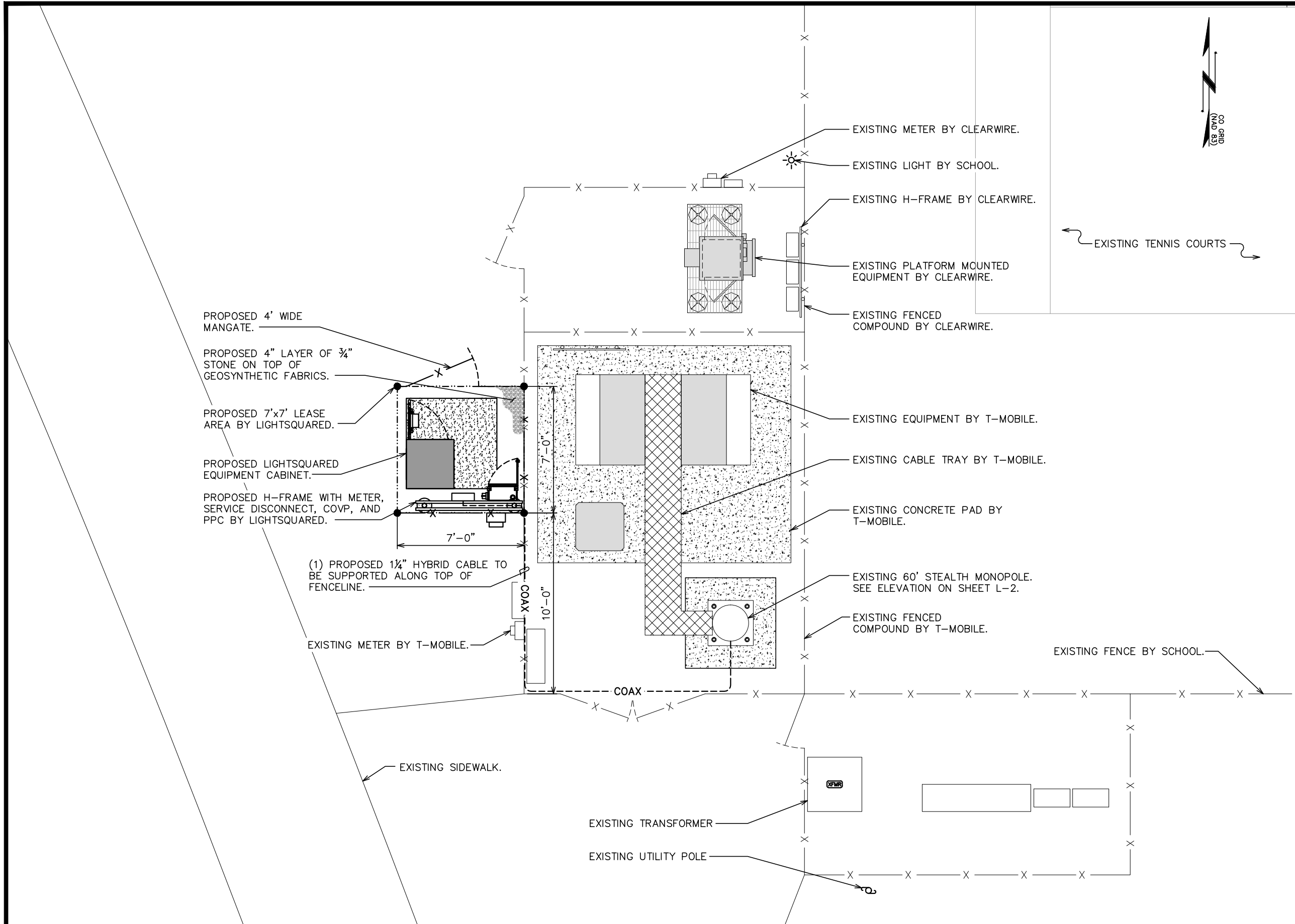
TOWER ELEVATION

SCALE: 1/8" = 1'-0"



MOUNT ORIENTATION @ 40'

SCALE: 1/2" = 1'-0"

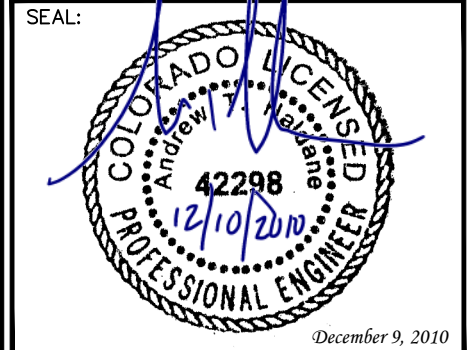


PLANS PREPARED FOR:
LIGHTSQUARED
 10802 Parkridge Blvd.
 Reston, VA 20191
 Office: (877) 678-2920

PLANS PREPARED FOR:
WFI
 999 18th Street, Suite 3000
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PROJECT INFORMATION:
TMUSCODNVR0274-C7
 11501 WYCO DRIVE
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PLANS PREPARED BY:
TOWER ENGINEERING PROFESSIONALS
 11152 HURON ST., SUITE 210
 NORTHGLEN, CO 80234
 OFFICE: (303) 974-5619
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REV	DATE	ISSUED FOR:
0	12-09-10	ZONING DRAWINGS

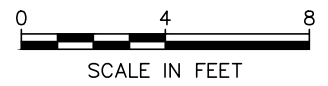
DRAWN BY: ARB | CHECKED BY: NMC

SHEET TITLE:
**COMPOUND
 DETAIL**



SHEET NUMBER:
C-3

REVISION:
0
 TEP #: 103116

COMPOUND DETAIL
 SCALE: 3/16" = 1'-0"



PROPOSED VIEW FROM LOCATION 1

LightSquared 
WFI 

SITE NAME:
TMUSCODNVR0274-C7

SITE ADDRESS:
11501 WYCO DRIVE
NORTHGLENN, CO 80202

VIEW FROM:
LOCATION 1 (SEE MAP TO THE RIGHT)

PROPOSED RF-TRANSPARENT SHROUD BY LIGHTSQUARED INSTALLED ON EXISTING T-MOBILE SLIMPOLE.

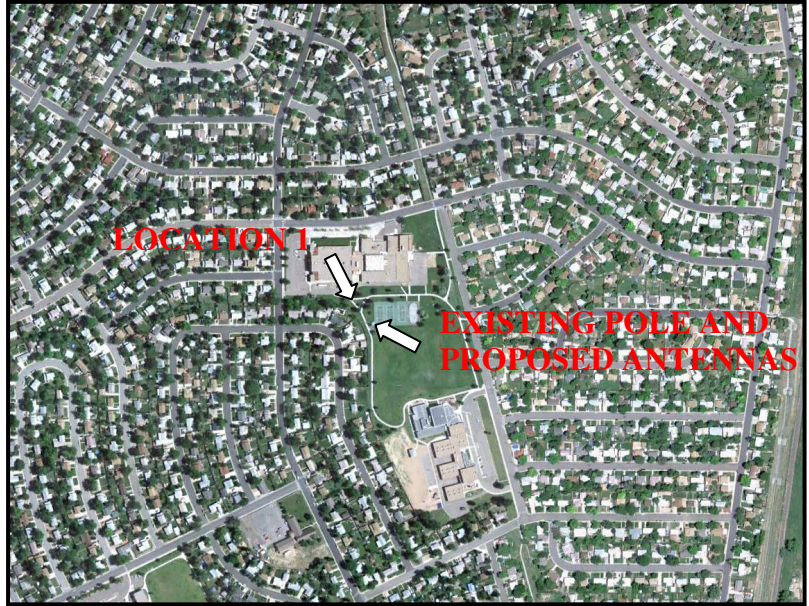


PHOTO RENDERING PROVIDED BY TOWER ENGINEERING PROFESSIONALS, INC.

BY ED SEALOVER

DENVER BUSINESS JOURNAL

Steuben's restaurant doesn't make fast food — but it's been cooking and serving meals in a kitchen that can travel at 60 miles per hour.

The Denver eatery is one of a small but growing number of local restaurants whose food trucks are becoming a hit with lunchtime crowds across the city.

"It's a new subdining culture for Denver," said Josh Wolkon, owner of Steuben's, which has a solar- and vegetable oil-powered dining truck. "We've been offering something on the street and off the truck that is a much higher quality than what people are used to out of carts."

The wave of dining trucks began,

like most restaurant trends, in New York and Los Angeles a couple of years ago. Now, Denver residents and workers can buy meals and snacks from traveling eateries such as The Biscuit Bus, The Denver Cupcake Truck (operated by Cake Crumbs bakery) and The Little Orange Rocket, run by Deluxe restaurant.

The trend is an outgrowth of the food carts that have populated the 16th Street Mall and street corners for years — but there are several differences.

Most of the truck operators own stand-alone restaurants already. Most have installed full stove, sink and fryer systems to cook the food to order in their vehicles. And the meals they serve are considered higher quality than some of the sidewalk fare.

Taking fried chicken, pizza on the road

Drew Shader owns Denver restaurants Atomic Cowboy and Fat Sully's. He believes The Biscuit Bus — which he owns and that serves fried-chicken and fried-catfish sandwiches on biscuits — was the area's first kitchen-equipped bus when it rolled into the Cherry Creek Farmer's Market on May 1.

Earlier this month, he added a second truck, Sully's Slice, which cooks and serves 26-inch New York-style pizzas on the same kinds of ovens found in Fat Sully's.

Steuben's truck, which Wolkon believes is the only such truck in the country powered by alternative energy, pulled into Civic Center Park about a

SEE TRUCKS | A43

Construction costs for RSF I, about \$57.1 million, were about \$259 per square foot. Construction costs for RSF II, about \$34 million (excluding the cafeteria), are expected to be about \$246 per square foot, according to the DOE.

RSF I is a 222,000-square-foot building designed to be a net-zero energy user on an annual basis. Energy-efficient factors have cut significantly the amount of energy needed to heat and light the building, and the energy that's consumed will be balanced by power produced from solar panels on RSF I's roof.

"We cut our teeth on the first one," said Tom Hootman, Denver-based RNL's director of sustainability. "There were a lot of things we could apply to the expansion for

SEE NREL | A43

LightSquared picks Denver for high-speed wireless rollout

BY GREG AVERY

DENVER BUSINESS JOURNAL

Denver will be among the first four cities nationally where LightSquared will introduce fourth-generation (4G), high-speed wireless broadband.

The Reston, Va.-based wholesale company plans to offer service in Denver, Baltimore, Las Vegas and Phoenix within a year.

"We have a tremendous amount of interest across the industry in our service," said Jeff Carlisle, LightSquared executive vice president for public policy.

LightSquared Co. will partner with

other wireless companies, which will put their brand on services that use the LightSquared network.

LightSquared plans to build out and test the service for laptops in early 2011, with a commercial launch coming next summer and service for smartphones added by 2012.

While no contracts are signed, LightSquared has several potential partners ready to put their brand on the service and offer it in Denver, he said.

"It's more than a hope that we'll have retail service available," Carlisle said.

LightSquared plans a 4G network ca-

pable of up to 100 megabits-per-second speeds, which would be several times faster than today's 3G networks in the city.

The network will relay mobile calls and Internet sessions from the nearest mobile antenna site in cities. Unlike other wireless services, LightSquared's traffic outside metropolitan areas will ricochet off a satellite, giving it nationwide coverage outside urban areas.

The company used to be called SkyTerra. Harbinger Capital Management, a \$20 billion New York City hedge fund, bought it in March to turn it into a nationwide, wholesale mobile broadband service.

The company's plans hinge on the successful launch of its Boeing-built satellite later this year.

Why Denver as a testing area?

LightSquared chose Denver because it's a good testing area for mobile broadband service, and because the terrain makes it simple to build a network in the metro area, Carlisle said.

Consumer use of mobile broadband in the city also is high compared to other markets nationwide, yet network cover-

SEE BROADBAND | A44

BROADBAND: Phones will tap into dual networks

CONTINUED FROM A3

age tails off quickly at the edges of the metro area.

The dual satellite-terrestrial network will be a first for large-scale consumer service. The phones will contain dual-mode chipsets allowing them to move automatically between the mobile network on the ground and satellite coverage.

The phones LightSquared resellers can offer should be indistinguishable from traditional mobile phone models.

"If you come out with something that weighs two pounds that people have to put in the glove box and don't want to carry around, it won't work," Carlisle said.

Who will offer LightSquared service remains to be seen.

The Federal Communications Commission, in approving LightSquared's frequency licenses, barred it from offering its service to the two largest wireless providers, which today are AT&T and Verizon.

Clearwire to be a player

Clearwire Corp., a Kirkland, Wash.-based company in which Sprint Nextel Corp. and cable giant Comcast Corp. are the biggest investors, is building a 4G network in Denver for use with laptops. The company — which has said it will eventually add smartphone service — will offer service under the brand Clear in addition to being the network

used for Sprint and Comcast.

Comcast expects to roll it out in 2011. Neither Sprint nor Clear have announced exactly when their service will debut. "It will be by the end of the year," said Debra Havins, Clearwire spokeswoman.

There's no shortage of other potential resellers for LightSquared's mobile broadband service for smartphones.

T-Mobile has been upgrading its network in more than 100 cities in a way that's compatible with a 4G network such as LightSquared's. Wholesale mobile phone service — usually Sprint's — is being resold under brands as varied as BestBuy and King Soopers.

Cricket Wireless, the San Diego-based mobile phone seller that runs its operations from Denver, has talked with LightSquared, but has no plans yet to use the service.

LightSquared's owners were talking to Denver-based Qwest Communications International Inc. (NYSE: Q) about a joint venture when Monroe, La.-based CenturyLink's merger bid for Qwest halted talks this spring, according to The Wall Street Journal.

There's no telling, based on conversations, who ultimately will do business with LightSquared.

"This is a small industry, and everybody talks to everybody," said Al Moschner, Cricket's chief operating officer.

GAVERY@bizjournals.com | 303-803-9222

Sundance sues Niobrara acreage Houston's Noble Energy

BY CATHY PROCTOR

DENVER BUSINESS JOURNAL

Sundance Energy Australia Ltd. said Sept. 15 its U.S. subsidiary has agreed to an \$8.1 million sale of mineral-rights acreage about 15 miles southeast of an oil well named "Jake" that has sparked talk of a potential oil boom in the Niobrara play in northern Colorado.

The buyer is Houston-based Noble Energy Inc. (NYSE: NBL), one of the largest companies working in the Denver-Julesburg Basin north and east of Denver. Sundance's U.S. subsidiary is based in Broomfield.

Sundance (ASX: SEA), a small Australian oil and gas company, said the deal involves the sale of 75 percent of the Twister Prospect, with Sundance receiving \$8.1 million of the purchase price, which was undisclosed — subject to adjustment during the 90-day due-diligence period.

Sundance owned 60 percent of the Twister Prospect. Its partner, the private Denver-based T.H. McElvain Oil & Gas Limited Partnership, owned 40 percent. Sundance's share of Twister was about 7,000 net acres, according to the company's website.

Sundance said Noble also agreed to pay \$600,000 toward Sundance's share of future drilling costs on the Twister acreage, and that Sundance will keep an overrid-

Take the Vectra Challenge

We'll meet or beat your price.
Merchant Services provided by
GUARANTEED or your money back.





INTRODUCING LIGHTSQUARED: REVOLUTIONIZING THE U.S. WIRELESS INDUSTRY

NEWS HIGHLIGHTS:

- Nokia Siemens Networks signs an 8-year agreement worth \$7 billion to deploy, install, operate, and maintain LightSquared network
- First-ever wholesale nationwide 4G-LTE wireless broadband network integrated with satellite coverage allows partners to offer terrestrial-only, satellite-only, or integrated satellite-terrestrial services to their end users
- Telecommunications luminary Sanjiv Ahuja becomes Chairman and CEO, joined by a seasoned management team
- First truly open and net neutral wireless network spurring the development of new wireless devices, applications, and services
- Unique wholesale-only business model avoids conflict of interest with customers
- LightSquared is announcing up to \$1.75 billion in additional debt and equity financing
- LightSquared network build-out anticipated to generate more than 100,000 direct and indirect private sector jobs within five years

NEW YORK, N.Y., July 20, 2010 – Today marks the launch of LightSquared™, a new nationwide 4G-LTE wireless broadband network integrated with satellite coverage that will revolutionize communications in the United States. As the nation's first wholesale-only integrated wireless broadband and satellite network, LightSquared will provide wireless broadband capacity to a diverse group of customers, including retailers; wireline and wireless communication service providers; cable operators; device manufacturers; web players; content providers; and many others. The LightSquared network will allow these partners to offer satellite-only, terrestrial-only, or integrated satellite-terrestrial services to their end users. This wholesale-only business model ensures LightSquared has no conflict of interest with its customers. LightSquared seeks to transform the wireless broadband industry to one that fosters innovation, creativity, and freedom of choice via the first truly open and net neutral wireless network.

The driving force behind LightSquared is Philip Falcone, founder and chief executive officer of Harbinger Capital Partners, who foresaw the explosive demand for wireless broadband connectivity generated by new devices and the mobile Internet. To meet this demand and make his plan a reality, Falcone made several investments through the Harbinger funds, including the acquisition of SkyTerra Communications, Inc., now part of LightSquared.

Falcone said, "The launch of LightSquared marks a significant milestone in the industry and for Harbinger. With a strong management team and a world-class partner to build and manage the network, the business is well positioned to capitalize on key trends; demand for wireless broadband is growing at a rapid pace and there is an increasing need for additional network capacity and reach. Importantly, LightSquared will also make a significant contribution to U.S. job growth and the economy."

-More-



Falcone has partnered with telecommunications visionary Sanjiv Ahuja, who will lead the LightSquared team as chairman and chief executive officer. Ahuja brings a successful track record to the new company and will lead the development and nationwide rollout of its network. Ahuja was chief executive officer of the global telecom giant Orange Group from 2004 through 2007, during which Orange's customer base grew from 48 million to more than 100 million subscribers globally.

"LightSquared will be a disruptive force in the U.S. wireless landscape by democratizing wireless broadband services," said Ahuja. "We're not only delivering exciting opportunities for manufacturers and retailers, but also real change for consumers, dealers, and service providers. We're providing everyone, including underserved communities, with a fast, reliable experience regardless of where they are located in the United States. This network will return our country to its rightful position as a leader in wireless broadband technology and solidify its reputation as the center of global innovation."

[Partner Selected to Manage Network Deployment](#)

Nokia Siemens Networks, a leading supplier of telecommunications equipment and services, has signed an 8-year agreement with LightSquared, subject to final approval by both the Nokia Siemens Networks and the LightSquared boards. The agreement represents more than \$7 billion over 8 years, and includes network design, equipment manufacturing and installation, and network operations and maintenance. The nationwide LightSquared network, consisting of approximately 40,000 cellular base stations, will cover 92 percent of the U.S. population by 2015.

"Nokia Siemens Networks is proud to have been selected for the largest-ever outsourced deployment of a wireless network in the United States," said Rajeev Suri, chief executive officer of Nokia Siemens Networks. "Our organization is prepared and ready to harness our global expertise to enable LightSquared to meet its aggressive rollout schedule."

[Spectrum Assets and Financing](#)

LightSquared controls valuable high quality spectrum assets of 59 Mhz of nationwide spectrum in an advantageous frequency position.

In addition to the \$2.9 billion of assets already contributed by Harbinger Capital Partners and affiliates, LightSquared is announcing additional debt and equity financing of up to \$1.75 billion.

[Management Team](#)

Joining Ahuja on the LightSquared management team are several telecommunications industry veterans.

Frank Boulben joins as LightSquared's chief marketing officer and will oversee strategy, marketing, and partner development. Boulben was previously group commercial director at Vodafone and group chief marketing officer at Orange. He also served on the Board of the GSMA from 2004 to 2006 and was chairman of the Board Strategy Committee.

Serving as LightSquared's general counsel is Curtis Lu, former senior vice president, deputy general counsel, and chief ethics and compliance officer for Time Warner.

-More-



Drew Caplan, formerly SkyTerra's chief network officer, will continue to serve in this capacity for LightSquared. A 25-year veteran of the telecommunications industry, Caplan founded and led Nextel Communications' national engineering organization, where he was responsible for development, engineering, planning, and deployment of new technologies, products, and services.

Jeff Carlisle will serve as LightSquared's executive vice president for Regulatory Affairs and Public Policy. Carlisle, who previously served as vice president of Regulatory Affairs for SkyTerra, is responsible for all domestic and international regulatory and policy matters including those at the Federal Communications Commission (FCC), Congress, the Executive Branch, the ITU, and in foreign markets.

With official appointment set to commence in fall of 2010, LightSquared's executive management team will also include Martin Harriman as executive vice president of Ecosystem Development and Satellite Business. Harriman will oversee satellite engineering, devices, chipset development, service applications, and partner solutions. Harriman has previously served in senior management positions with Ericsson and was the chief marketing officer of Marconi. Since the first quarter of 2010, Harriman has been acting as an advisor to Harbinger Global Wireless.

Steve Olive will serve as the chief administrative officer and will be responsible for LightSquared's human resources, procurement, facility management, and internal communications functions. Olive previously served in senior executive positions with France Telecom and for Orange. Since the first quarter of 2010, Olive has been acting as an advisor to Harbinger Global Wireless. Olive's appointment is also slated to begin in fall of 2010.

Doug Smith will serve as senior vice president, Engineering and Operations for LightSquared and will be responsible for the company's network design, deployment, and operations. Before joining LightSquared, Smith was senior vice president, Engineering and Operations for Clearwire and has also held senior technical and operations positions at Sprint Nextel and Nextel.

Jeff Snyder will serve as LightSquared's senior vice president, Satellite Engineering and Operations. Snyder, who previously served as group vice president, Satellite Engineering and Operations for SkyTerra Communications, will be responsible for the management of the procurement, construction, launch, testing, and operation of LightSquared's next generation satellite network and spacecraft. He previously served as senior vice president for Space and Ground Systems at XM Satellite Radio and prior to that as vice president of Space Systems for Worldspace Corporation.

Dion Oglesby will serve as interim chief financial officer for LightSquared. Oglesby has more than 15 years of experience in restructuring, investment banking, and lending, including as vice president in the High Yield Capital Markets Group of Credit Suisse First Boston.

-More-



Impact on Economy and Society

The LightSquared network build-out is anticipated to generate more than 100,000 direct and indirect private sector jobs over the next five years through the build-out, administration, and utilization of the network. As stated in the FCC's National Broadband Plan, "Broadband can and must serve as a foundation for long-term economic growth, ongoing investment, and enduring job creation." The LightSquared network will demonstrate the reality of that policy goal.

Building on SkyTerra's record of public safety services support, LightSquared will continue developing reliable and affordable solutions using its integrated 4G-LTE satellite network.

"LightSquared will help solve some of the communications and public safety issues we've seen during recent national disasters, as well as provide connectivity in rural markets where there is currently no reliable wireless communication," said Ahuja. "By using satellite coverage, we can ensure constant connectivity, even if the terrestrial network is not available."

About LightSquared

LightSquared's mission is to revolutionize the U.S. wireless industry. Through the creation of the first-ever wholesale-only nationwide 4G-LTE network complemented by satellite coverage, LightSquared offers people the speed, value, and reliability of universal broadband connectivity, wherever they are in the United States. Through its wholesale-only business model, those without their own wireless network or who have limited geographic coverage or spectrum can develop and sell their own devices, applications, and services using LightSquared's open 4G network—at a competitive cost and without retail competition from LightSquared.

For further information about LightSquared, please go to www.LightSquared.com.

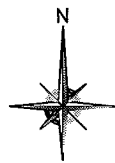
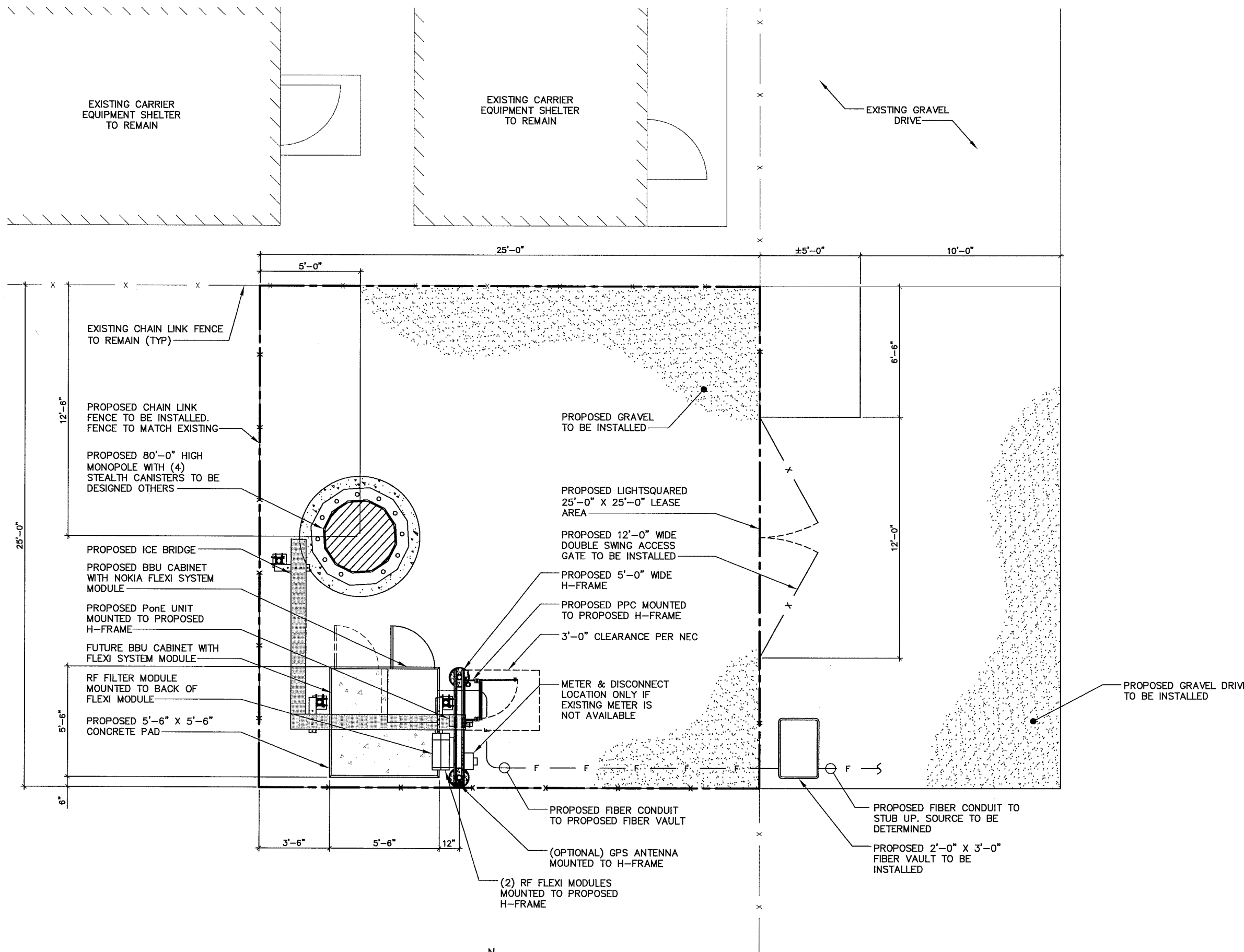
#

CONTACTS: Amy Rosenberg
Burson-Marsteller
Tel: +1 (212) 614-4558

Tom Surface
LightSquared
Tel: +1 (703) 390-1579

Forward Looking Statement:

This release contains forward-looking statements and information regarding LightSquared and its business. Such statements are based on the current expectations and certain assumptions of LightSquared's management and are, therefore, subject to certain risks and uncertainties. The forward-looking statements expressed herein relate only to information as of the date of this release. LightSquared has no obligation to update these forward-looking statements to reflect events or circumstances after the date of this release, nor is there any assurance that the plans or strategies discussed in this release will not change.



ENLARGED SITE PLAN
SCALE: 1"=5'-0"

1



12801 PARKRIDGE BLVD.
RESTON, VA 20191
OFFICE: (877) 678-2920



5445 DTC PARKWAY, PENTHOUSE 4
GREENWOOD VILLAGE, CO 80111
OFFICE: (235) 732-2939

A	01/18/11 LEASE EXHIBIT



W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE

2675 Pratum Avenue
Hoffman Estates, Illinois 60192
PH: (224) 293-6333 FAX: (224) 293-6444
www.wtengineering.com
ILL. License No.: 184.006042 Exp: 04/30/11
COPYRIGHT © 2011 W-T COMMUNICATION DESIGN GROUP, LLC.

PROJECT NO: T110036

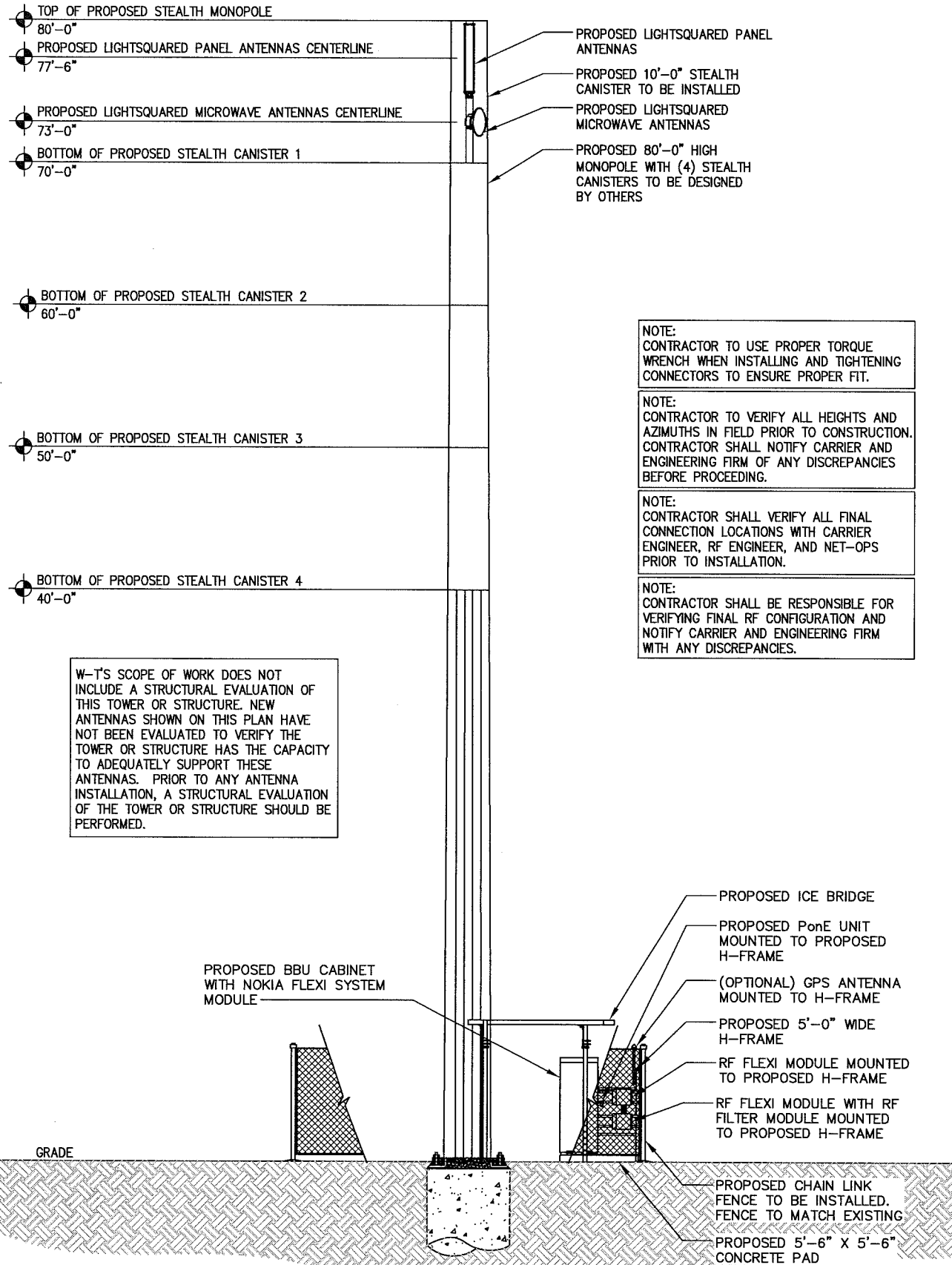
DRAWN BY: SC

CHECKED BY: RAK

SITE NUMBER:
TMUSCODNVR0209-C2
SITE NAME:
DNVR0209-C2
2350 W. 112TH AVENUE
DENVER, CO 80234
DENVER COUNTY

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
LE-2



NOTE: CONTRACTOR TO USE PROPER TORQUE WRENCH WHEN INSTALLING AND TIGHTENING CONNECTORS TO ENSURE PROPER FIT.

NOTE: CONTRACTOR TO VERIFY ALL HEIGHTS AND AZIMUTHS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY CARRIER AND ENGINEERING FIRM OF ANY DISCREPANCIES BEFORE PROCEEDING.

NOTE: CONTRACTOR SHALL VERIFY ALL FINAL CONNECTION LOCATIONS WITH CARRIER ENGINEER, RF ENGINEER, AND NET-OPS PRIOR TO INSTALLATION.

NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING FINAL RF CONFIGURATION AND NOTIFY CARRIER AND ENGINEERING FIRM WITH ANY DISCREPANCIES.

W-T'S SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS. PRIOR TO ANY ANTENNA INSTALLATION, A STRUCTURAL EVALUATION OF THE TOWER OR STRUCTURE SHOULD BE PERFORMED.

WEST TOWER ELEVATION
SCALE: 1"=10'-0" **1**

ANTENNA/COAX SCHEDULE

ANTENNA	SECTOR	MANUFACTURER (MODEL #)	AZIMUTH	MOUNTING HEIGHT	RRU (MODEL #)	CABLE SIZE	CABLE LENGTH	ELECTRICAL DOWN TILT	MECHANICAL DOWN TILT	TX. FREQ. (MHz)	RX. FREQ. (MHz)
A1	ALPHA	PROPOSED ARGUS HPX308R	0°	77'-6"	NSN RRU-NNS & FILTER	7/8"	±115'-0"	T.B.D.	T.B.D.	1525-1559	1626.5-1660.5
B1	BETA	PROPOSED ARGUS HPX308R	120°	77'-6"	NSN RRU-NNS	7/8"	±115'-0"	T.B.D.	T.B.D.	1525-1559	1626.5-1660.5
C1	GAMMA	PROPOSED ARGUS HPX308R	240°	77'-6"	NSN RRU-NNS	7/8"	±115'-0"	T.B.D.	T.B.D.	1525-1559	1626.5-1660.5
MICROWAVE	T.B.D.	T.B.D.	T.B.D.	73'-0"	N/A	1/2"	±115'-0"	T.B.D.	T.B.D.	T.B.D.	N/A
MICROWAVE	T.B.D.	T.B.D.	T.B.D.	73'-0"	N/A	1/2"	±115'-0"	T.B.D.	T.B.D.	T.B.D.	N/A

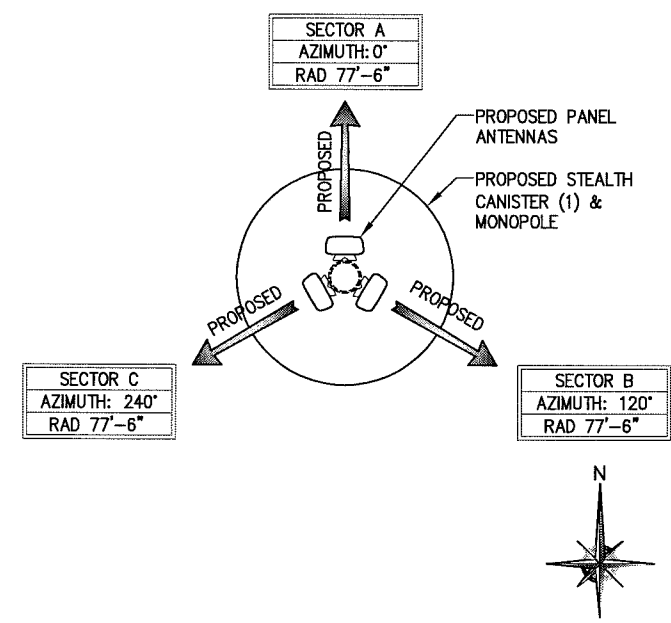
ANTENNA/COAX SCHEDULE **2**
SCALE: N.T.S.

NOTE: CONTRACTOR TO VERIFY ALL HEIGHTS AND AZIMUTHS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY CARRIER AND ENGINEERING FIRM OF ANY DISCREPANCIES BEFORE PROCEEDING.

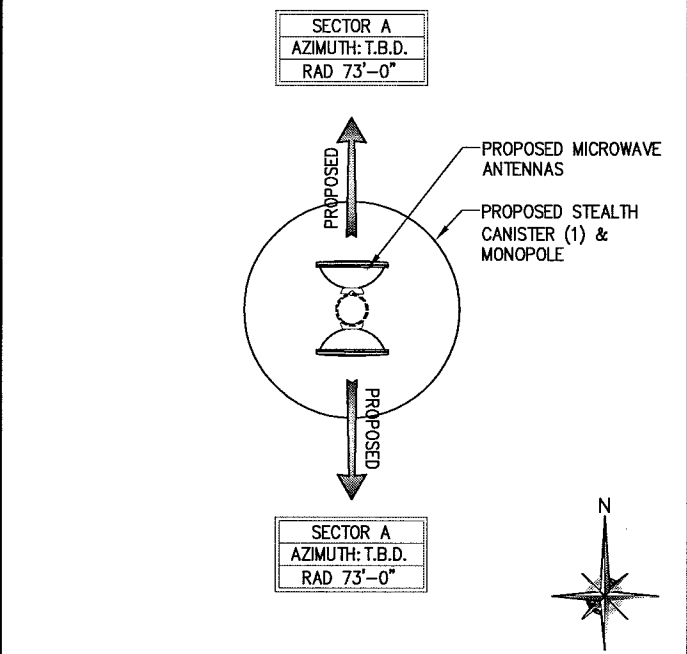
NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING FINAL RF CONFIGURATION AND NOTIFY CARRIER AND ENGINEERING FIRM WITH ANY DISCREPANCIES.

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NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING FINAL RF CONFIGURATION AND NOTIFY CARRIER AND ENGINEERING FIRM WITH ANY DISCREPANCIES.



ANTENNA PLAN
SCALE: 3/8" = 1'-0" **3**



MICROWAVE PLAN
SCALE: 3/8" = 1'-0" **4**

LightSquared

12801 PARKRIDGE BLVD.
RESTON, VA 20191
OFFICE: (877) 678-2920

WFI

5445 DTC PARKWAY, PENTHOUSE 4
GREENWOOD VILLAGE, CO 80111
OFFICE: (235) 732-2939

A	01/18/11	LEASE EXHIBIT
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W-T

W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE

2875 Pratum Avenue
Hoffman Estates, Illinois 60192
PH: (224) 293-6333 FAX: (224) 293-6444
www.wtengineering.com
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PROJECT NO: T110036

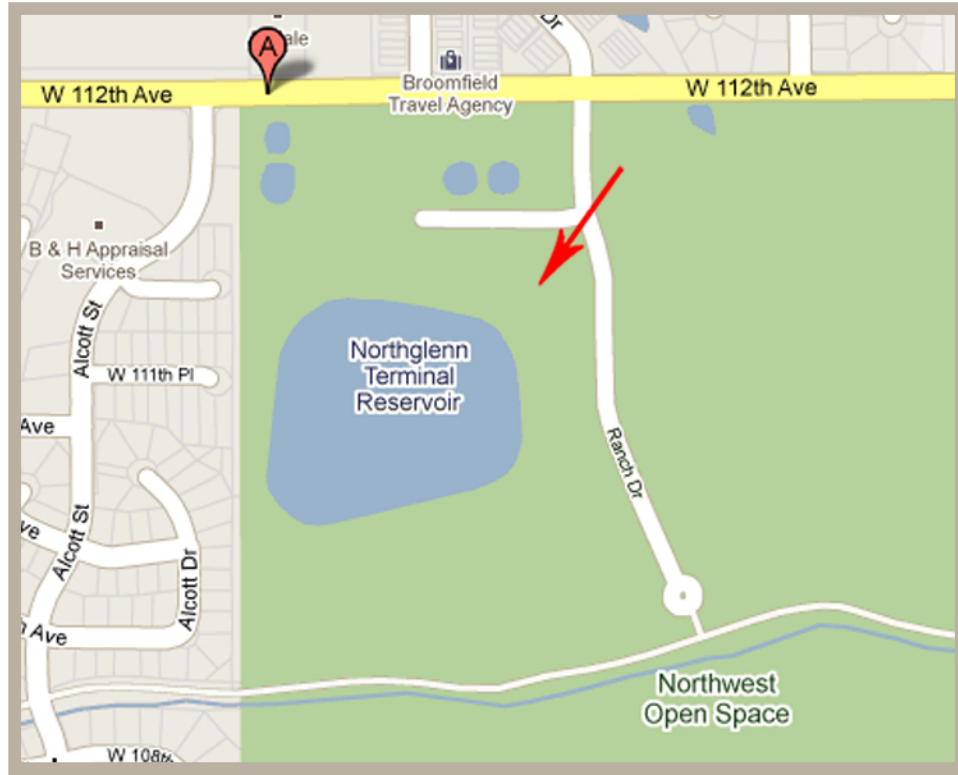
DRAWN BY: SC

CHECKED BY: RAK

SITE NUMBER:
TMUSCODNVR0209-C2
SITE NAME:
DNVR0209-C2
2350 W. 112TH AVENUE
DENVER, CO 80234
DENVER COUNTY

SHEET TITLE
TOWER ELEVATION, ANTENNA
PLAN & SCHEDULE

SHEET NUMBER
LE-3



The proposed installati is only a concept. Once a site design can be confirmed we would adjust the photo simulation to represent the drawings.



Atlas Tower
Preliminary Proposal for a
Telecommunications Facility in Cordova

Mike Powers
Atlas Tower, LLC
www.atlastowers.com
283 Columbine St., #33
Denver, CO 80206
(303) 882 1956

February 25, 2011

James Hayes
Director of Planning and Development
Travis Reynolds
Senior Planner
11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233-8061

Dear Mr. Hayes and Reynolds:

Thank you for taking the time to meet with me to discuss a proposal to partner with the City of Northglenn to build a communications facility and tower on city property. I am writing today to formally request that the Department of Planning and Development consider our proposal.

As we discussed, I represent Atlas Tower, LLC, a communications tower company. Atlas Tower is an independent tower company in Denver that specializes in constructing wireless communications infrastructure. We are interested in building a communications facility in Northglenn in partnership City. The project will help improve wireless service but also might be a better financial arrangement than current privately owned communication facilities. This letter serves as a summary of our proposal and introduction to Atlas Tower.

Our goals for the City of Northglenn include:

- * Improving wireless coverage for cellular telephones and mobile WIFI
- * Offer more choices for wireless services from local and national carriers. Atlas Tower has longstanding business partnerships with national telecommunications companies such AT&T, Verizon, Sprint, and others
- * Offer improved wireless broadband capabilities for the community

Atlas Tower proposes to build a communications facility for a variety wireless carriers and service providers, with goal of promoting competition and collocation of equipment and antennas at one location:

- * Atlas Tower builds carrier-neutral facilities and tower structures that are independent of local carriers and large national corporations. Atlas Tower's goal is to construct communications facility capable of servicing broadband wireless leads for the next 20 years.
- * The City of Northglenn's zoning code is designed to promote collocation; resulting in less towers, better wireless coverage, and more competition. Atlas Tower's business model promotes these goals by constructing one tower that provides infrastructure for many carriers
- * Atlas Tower's business model requires successful collocation --- our towers are built for multiple users and our income is dependant on offering a variety of services from different companies.

Atlas Tower would like to partner with the City of Northglenn on this project:

- * Atlas Tower proposes to build near the on the property owned by the City of Northglenn at the south west corner of I-25 and Community Center Drive (Parcel Number R0155644. This location would provide excellent coverage for local businesses and vehicles traveling on the interstate.
- * The design concept is to construct a single tower with sufficient ground space to expand over time to meet the futures requirement for wireless infrastructure in Northglenn.
- * Utilizing city property for this project will create revenue for the City of Northglenn and reduce taxes, helping pay for your schools, emergency services, and other services.
- * Atlas Tower will comply with the Northglenn's code requirements and meet all mandated specifications. Atlas Tower will ensure that this project is implemented for the benefit of the local community. We have considerable experience addressing local needs and concerns and we have the flexibility to mitigate any negative impacts, visual or otherwise.

Atlas Tower's Proposal Summary:

- * The City of Northglenn and Atlas Tower would enter into a long term lease for the use of approximately 2,000 square feet of ground space (50' x 40') at the water tank property owned by the city just west of I-25 and south of Community Center Drive. Atlas Tower would construct its facility in a location which will allow future development of that parcel for other uses.
- * Atlas Tower will fund 100% of all construction costs, maintenance, insurance, and support for the facility. The city would not be required a pay for any capital costs or future expenses.

- * The City of Northglenn and Atlas Tower would share in the revenue generated from the site. Atlas Tower proposes to pay a fixed monthly rental rate of \$700/month and an additional \$200/month for each carrier using the tower. Atlas Tower will construct a facility that will allow for many collocating users to maximize this flow of income for the city.

Atlas Tower will comply with all federal, state, and local laws regarding site construction, environmental protection, and the handling and storage of all materials. This site will not create traffic, noise, or other environmental impacts.

I respectfully request another meeting with your department and/or the City Manager to discuss the financial viability and zoning capability of this proposal.

We appreciate your consideration of our proposal.

Thank you for your time,

Mike Powers

Mike Powers
Atlas Tower, LLC
283 Columbine St. #33
Denver, CO 80206



Atlas Tower Proposal for a Telecommunications Facility: Northglenn

March 3, 2011

James Hayes
Travis Reynolds
Planning and Development
11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233-8061

Dear Mr. Hayes and Mr. Reynolds:

Thank you for taking the time to meet with me to discuss a proposed partnership with the City of Northglenn to build a communications facility on city property. Atlas Tower is an independent tower company in Denver that specializes in constructing wireless communications infrastructure. I am writing to propose a Master Agreement between Atlas Tower and the City of Northglenn. A Master Agreement would create substantial revenue for the City of Northglenn, allow a single point of contact for the management of tower construction and maintenance, and leverage Atlas Tower's business partnerships with wireless corporations (e.g., AT&T, Verizon, Sprint, etc.) to maximize income.

A Brief Outline of this Proposal:

- * The City of Northglenn and Atlas Tower would enter into a Master Agreement for the construction, leasing, and management of tower development on city property.
- * Atlas Tower would fund 100% of all construction costs, operating expenses, marketing, and leasing. Atlas Tower proposes to pay Northglenn a monthly rent rate of \$800/month to lease the ground space and sublease to one carrier, and an additional \$200/month for each carrier added to the tower after the first. Atlas Tower will construct facilities capable of supporting at least four carriers for each location, creating a revenue stream for the city that would exceed \$1,400/month.
- * Atlas Tower builds facilities and tower structures that are independent of local carriers and large national corporations. Our goal is to construct communications facilities capable of servicing leading providers for the next 20 years.

- * The City of Northglenn's zoning code is designed to promote collocation; resulting in less towers, better coverage, and more competition. Atlas Tower's business model requires successful collocation as well; our towers are built for multiple users and our income is dependent on maximizing tower space.
- * We are faster, cheaper, and more efficient than our competitors, making our towers more attractive to carriers; thus maximizing the return to the City and wireless providers.

Benefits for the City of Northglenn:

- * **Passive Revenue:** Atlas Tower would aggressively market the towers constructed on Northglenn's property, and the city would directly benefit from the generated revenue. The profit sharing structure of our proposal would motivate Atlas Tower to secure tenants and increase rental revenue for the mutual benefit of both parties.
- * **No Capital Expenditures:** Atlas Tower would fund 100% of all construction costs.
- * **No Operating Costs or Management Fees:** The City of Northglenn could utilize Atlas Tower's experience, industry contacts, and staff expertise to increase revenue over time, at no cost to the city.

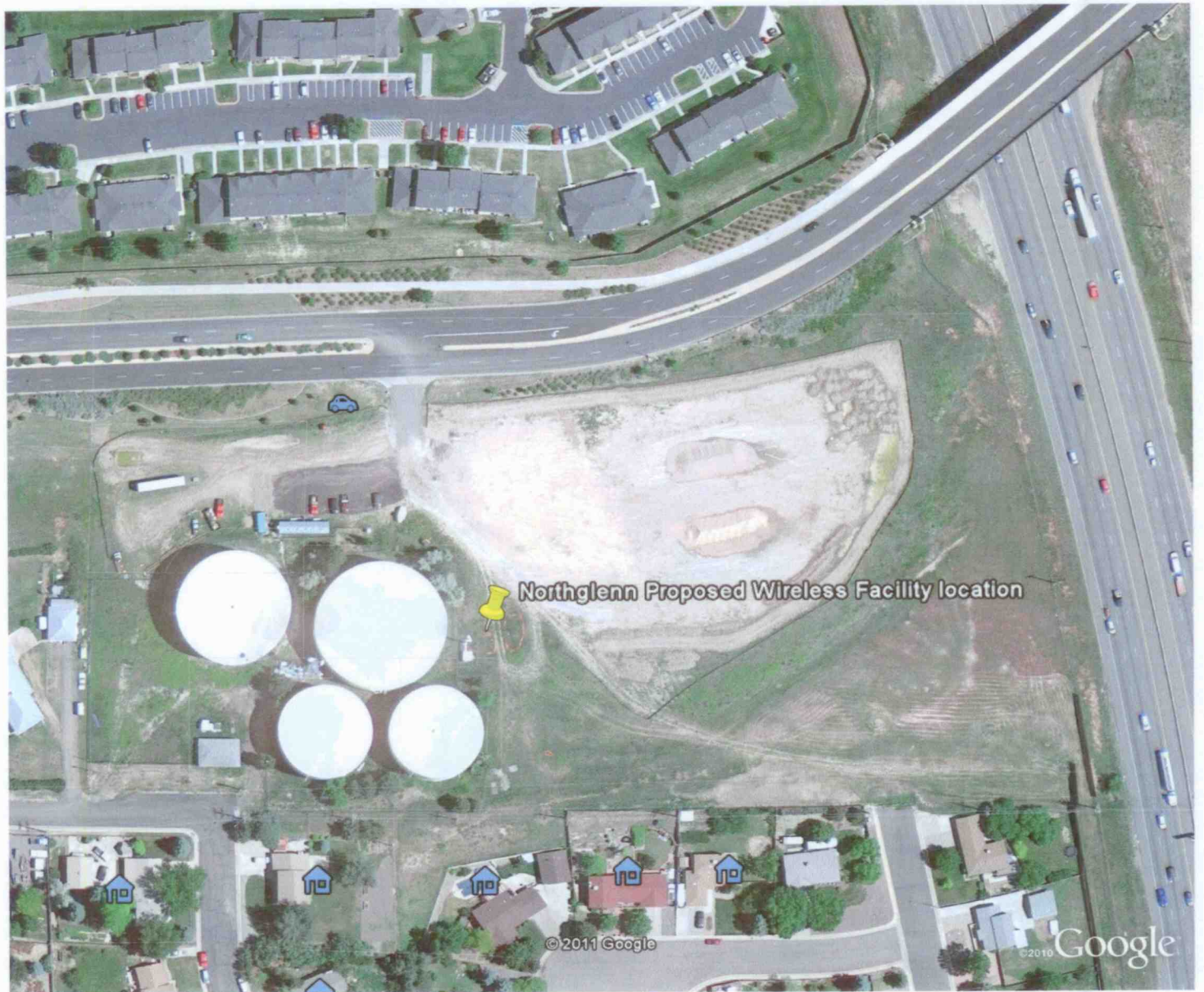
Benefits for the Citizens of Northglenn include:

- * Improved wireless coverage for quality voice and data services.
- * More options for wireless services from local and national providers. Atlas Tower has established business relationships with companies such as AT&T, Verizon, Sprint, and others.

I respectfully request another meeting with your department and/or the City Manager to discuss the financial viability of this partnership and build feasibility of this project. We appreciate your consideration of our proposal.

Sincerely,

Mike Powers
Atlas Tower, LLC
www.atlastowers.com
283 Columbine St., #33
Denver, CO 80206
(303) 882-1956



Northglenn Proposed Wireless Facility location

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