

**CITY OF TONKA BAY
ITEM NO. 9C**

Memo

To: Honorable Mayor and City Council
From: Joe Kohlmann, City Administrator
Date: June 26, 2012
Re: Antenna Leases

BACKGROUND

Nextel and U.S. West installed antennas in 1997.

-Nextel has option for five 5-year renewals (through 2026)

Sprint and CellNet installed antennas in 1997/1998

-Sprint has option for four 5-year renewals (through 2021)

-CellNet has option for two 5-year renewals (through 2013) – verbally stated they wish to renew and generally contact Lessor two months prior to expiration (December 2012)

Verizon Wireless bought U.S. West and removed their antenna in 2007. If Nextel gets out of the lease, they must tear down the antenna tower and rebuild a new one that is equivalent to the existing tower for the City.

Leases are written favorably for carriers to terminate the lease (outdated technology, ninety days notice prior to 5-year renewal, etc.).

FINANCIAL CONSIDERATIONS

2012 ANTENNA REVENUE	
COMPANY	REVENUE
CellNet	7,856
Sprint	23,618
Sprint/Nextel	18,729
TOTAL IN 2012	\$50,203

Revenue collected to date from three leases (1997-2012) **\$574,482.66**

Anticipated revenue through 2026 **631,280.29***

*Sprint, Nextel and CellNet could renew or renegotiate their leases. This number does not include any potential revenue for future leases, just through the already negotiated leases that end in 2013, 2021 and 2026.

Anticipated revenue over forty years without escalators (generally, the leases increase five percent every year. This number assumes a flat rate renewal for forty years for all three leases after the escalators already negotiated have been factored in): **\$2,293,381.85**

Lyle Company has offered the City **\$860,000** over ten years to reassign our leases to them.

OTHER CONSIDERATIONS

The proposal sent over from Lyle Company seems to be inadequate. Based on the language in the proposal, the City Attorney and City Administrator do not recommend signing it.

It is generally accepted through information on the Internet that Sprint will be decommissioning Nextel sites and consolidating their inventory. We have both a Sprint lease and Sprint/Nextel lease on our site.

Attachments Include:

- Attachment 1: Attorney's Memo – June 19, 2012 – Proposed antenna lease agreement from Crown Castle
- Attachment 2: Crown Castle – March 22, 2012
- Attachment 3: Crown Castle – March 22, 2012 (different payment schedule)
- Attachment 4: Nextel Network Modifications
- Attachment 4.5: Article: Sprint details plans to shut down iDEN cell sites
Antenna Lease Revenue for each lease
- Attachment 5: Antenna Revenues, 2010-2026

COUNCIL ACTION REQUESTED:

Review and discuss the information above and attached concerning our antenna leases.



Penberthy Law Offices

JAMES G. PENBERTHY

264 WATER STREET
EXCELSIOR, MINNESOTA 55331
PHONE (952) 474-1188
FAX (952) 474-1180

MEMORANDUM

TO: Members of the Tonka Bay City Council and Joe Kohlman
FROM: James G. Penberthy *JGP*
DATE: June 19, 2012
RE: Proposed Antenna Letter Agreement from Crown Castle

I have reviewed the attached letter agreement from Crown Castle. Joe will have information for you in regard to the existing leases.

Because of this early stage of discussion, this memo will briefly summarize elements contained in the proposed letter agreement for City Council review, discussion and direction before beginning negotiations and considerably more in depth analysis.

Essentially, the letter agreement binds the City, calls for a payment of \$50.00 to the City with a proposed Easement Agreement with an unspecified closing date to be presented at later time, charges the City with fulfilling several contingencies at the City's cost, transfers control of the "property" to Castle from the Effective Date with unrestricted termination rights in Castle prior to closing and assignment rights in Castle without the City's consent.

Remaining are such questions as the transfer of fee title from the City to Castle, ingress and egress, payment terms, interim rental receipts, bankruptcy consequences, environmental study consequences, administrative costs, analysis of monetary factors, guaranties, court jurisdiction, waivers, releases, hold harmless clauses, insurance matters, joint and several liability of all tenants and allocation of risks.

I suggest that the City Council may request Crown Castle to submit, as an offer, an executed Easement Agreement with an increased reasonable nonrefundable earnest money sum tied to a reasonable contingency time period.

At this time, I do not recommend execution of the letter agreement.

Blank

Attachment 2



Crown Castle
1220 Augusta Dr. #500
Houston, TX 77057

March 22, 2012

City of Tonka Bay
Attention: Joe Kohlman
5605 Manitou Road
Tonka Bay, Minnesota 55331
(952) 474-7994

RE: Site Lease Agreement dated July 11, 1997 as it may have been amended and/or assigned between City of Tonka Bay ("Grantor") and Nextel West Corp. ("Nextel"), the Co-location Site Lease Agreement dated September 17, 1997 as it may have been amended and/or assigned between Grantor and Sprint Spectrum L.P. ("Sprint"), and the Site Lease Agreement dated March 1, 1998 as it may have been amended and/or assigned between Grantor and Cellnet Data Services (MSP), Inc. ("Cellnet"), (collectively the "Leases"), for the lease of real property located in Excelsior County, Minnesota ("Premises") together with access and utility easements benefitting the Premises ("Easements"), all as legally described in the Lease and any portion of Grantor's property on which communications facilities exist as of the date of this letter ("Encroachments") (the Premises, Easements and the Encroachments are collectively called the "Property").

Dear Joe Kohlman:

This letter agreement, together with the above definitions and the attached Schedule 1 (the "Agreement"), is made effective on the date of the last party to sign ("Effective Date") and sets forth the terms of an agreement between Grantor and Crown Castle Towers 09 LLC, a Delaware limited liability company ("Grantee"), to acquire an easement over the Property and assignment of the Leases.

For Fifty Dollars (\$50.00) in independent consideration to be paid by Grantee and delivered to Grantor within thirty (30) days after the date of full execution of this Agreement, and for other good and valuable consideration, Grantor and Grantee agree as follows:

1. Grantee and Grantor will enter into a Grant of Easement and Assignment of Lease which shall be for a term of forty (40) years and in a mutually agreed upon form (the "Easement Agreement"), pursuant to which Grantee will acquire the Property from the Grantor for a purchase price of **Eight Hundred Sixty Thousand Dollars (\$860,000.00)** (the "Purchase Price"). Grantee shall make a down payment on the Purchase Price at closing in the amount of **Twenty Five Thousand Dollars (\$25,000.00)** ("Down Payment"). Thereafter, Grantee shall pay the Purchase Price in one hundred twenty (120) consecutive monthly installments of **Six Thousand Nine Hundred Fifty Eight and 33/100 Dollars (\$6,958.33)** (each an "Installment Payment"). Grantee shall have the right to pay off the remaining balance of the Purchase Price (the "Payoff Amount") at any time, and upon payment of such Payoff Amount, no further Installment Payments (or interest) shall be due to Grantor. An estimated payment and Payoff Amount schedule is attached as Exhibit A. An actual payment and Payoff Amount schedule (the "Actual Payment Schedule") will be attached as an exhibit to the Agreement. In case of any conflict or inconsistency between Exhibit A to this Letter Agreement and the Actual Payment Schedule, the Actual Payment Schedule shall control. Grantee shall prepare and deliver to Grantor, at Grantee's sole cost and expense, the Easement Agreement modified to include the terms and conditions of this Agreement.
2. Grantor consents and agrees that from the date of full execution of this Agreement until the transaction is closed, Grantee and such third parties as Grantee may designate (the "Authorized

Parties”) may enter upon the Property to conduct and perform tests, studies and evaluations by the Authorized Parties, in their sole discretion. Upon the conclusion of the tests, studies and evaluations necessary for due diligence, Crown shall remove any equipment placed on the Property and repair any damage to the Property resulting from any of the activity, and return the Property to the condition it was in before the Authorized Parties’ entry onto the Property.

If this Agreement accurately sets forth Grantor’s understanding and agreement to the terms and conditions above, please so indicate by signing below.

Grantor:
City of Tonka Bay
a Minnesota municipal corporation

Grantee:
Global Signal Acquisitions IV LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Grantor:
City of Tonka Bay
A Minnesota municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

Standard Terms and Conditions

1. Consummation of this transaction will be subject to:
 - a. approval of this Agreement by Grantee's property committee;
 - b. the execution and delivery by Grantor of all forms required by applicable taxing authorities, and any documents required by Grantee's title insurer evidencing the authority of the party executing such documents on Grantor's behalf;
 - c. performance by Grantee of environmental screening of the Property's soil conditions with results satisfactory to Grantee and its lender;
 - d. receipt by Grantee of a survey in form and substance satisfactory to Grantee ("Survey");
 - e. Grantee's receipt of a title commitment with respect to the Property, to be obtained, stating that Grantor has good, indefeasible and marketable fee simple title to the Property, free and clear of all liens and encumbrances except such matters as may be acceptable to Grantee;
 - f. Grantee's receipt of any consents necessary to assign the Lease; and
 - g. execution by Grantor of an assignment of lease notification letter addressed to the Tenant.
2. Upon satisfaction of the contingencies described above to Grantee's sole satisfaction, the parties shall execute the Easement Agreement.
3. From the date of this Agreement until the Easement Agreement is fully executed, Grantor shall not directly or indirectly solicit, initiate or encourage submission of proposals or offers relating to any disposition or encumbrance of the Property in whole or in part.
4. Irrespective of whether this transaction is consummated, Grantee and Grantor each will pay its own out-of-pocket expenses.
5. Notwithstanding anything to the contrary contained herein, Grantee has the complete right to terminate this Agreement prior to closing without damages.
6. Grantor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.
7. Grantor agrees that the information contained in this Agreement and other information conveyed by Grantee to Grantor concerning this transaction, whether written or oral, constitutes confidential information that will not be disclosed without the prior written consent of Grantee.
8. The Easement Agreement shall include a legal description of the Property to be inserted by Grantee upon Grantee's receipt of the Survey.
9. Grantor represents and warrants that:
 - a. Grantor is duly authorized and has the full power, right and authority to enter into this Agreement, and subject to the following item 9.b, to perform Grantor's obligations herein;
 - b. Grantor understands that if the Property is subject to a mortgage, deed of trust or is otherwise used as collateral for a loan, then the consent of Grantor's lender to the transaction is probably required. Grantor understands that if such consent is required then failure to obtain such consent could place Grantor in default of such loan and subject the Property to foreclosure by such lender. Grantor hereby holds harmless Grantee from any cost, damage or liability which Grantor may incur as a result of closing this transaction without such consent;
 - c. Grantor has no knowledge of any pending or threatened condemnation proceedings or other similar proceedings relating to the Property;
 - d. Grantor has no knowledge of any special or general assessment levied, pending or threatened against the Property;

- e. There is no litigation or proceedings pending, or to Grantor's knowledge threatened, against or relating to the Property in whole or in part;
 - f. Grantor agrees that Grantee may, but shall not be obligated to, extend any time periods set forth herein in order to (a) determine whether these representations and warranties are true and correct and (b) permit Grantor to perform any corrective actions necessary to make such representations and warranties true and correct as of the closing; and,
 - g. From the date of this Agreement through the date that Grantor executes the Easement Agreement, Grantor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Grantor shall promptly notify Grantee if any representation or warranty is or possibly may not be true or correct. Grantor's representations, warranties and covenants shall survive the closing.
10. If any provisions in this Agreement are or become unenforceable, all other provisions shall remain enforceable.
11. Grantee may assign this Agreement to any affiliate of Grantee without Grantor's consent.
12. This Agreement contains the entire understanding of the parties relating to this Agreement and the subject matter of the Easement Agreement and supersedes all prior written or oral agreements. This Agreement is binding on and benefits Grantor and Grantee and their respective heirs, legal representatives, successors and assigns.

EXHIBIT A

Estimated Payment and Payoff Amount Schedule

SCHEDULE OF PAYMENTS

#	Payment Amount	Remaining Balance
0	\$25,000.00	\$835,000.00
1	\$6,958.33	\$828,041.67
2	\$6,958.33	\$821,083.33
3	\$6,958.33	\$814,125.00
4	\$6,958.33	\$807,166.67
5	\$6,958.33	\$800,208.33
6	\$6,958.33	\$793,250.00
7	\$6,958.33	\$786,291.67
8	\$6,958.33	\$779,333.33
9	\$6,958.33	\$772,375.00
10	\$6,958.33	\$765,416.67
11	\$6,958.33	\$758,458.33
12	\$6,958.33	\$751,500.00
13	\$6,958.33	\$744,541.67
14	\$6,958.33	\$737,583.33
15	\$6,958.33	\$730,625.00
16	\$6,958.33	\$723,666.67
17	\$6,958.33	\$716,708.33
18	\$6,958.33	\$709,750.00
19	\$6,958.33	\$702,791.67
20	\$6,958.33	\$695,833.33
21	\$6,958.33	\$688,875.00
22	\$6,958.33	\$681,916.67
23	\$6,958.33	\$674,958.33
24	\$6,958.33	\$668,000.00
25	\$6,958.33	\$661,041.67
26	\$6,958.33	\$654,083.33
27	\$6,958.33	\$647,125.00
28	\$6,958.33	\$640,166.67
29	\$6,958.33	\$633,208.33
30	\$6,958.33	\$626,250.00
31	\$6,958.33	\$619,291.67
32	\$6,958.33	\$612,333.33
33	\$6,958.33	\$605,375.00
34	\$6,958.33	\$598,416.67
35	\$6,958.33	\$591,458.33
36	\$6,958.33	\$584,500.00
37	\$6,958.33	\$577,541.67
38	\$6,958.33	\$570,583.33
39	\$6,958.33	\$563,625.00
40	\$6,958.33	\$556,666.67

#	Payment Amount	Remaining Balance
41	\$6,958.33	\$549,708.33
42	\$6,958.33	\$542,750.00
43	\$6,958.33	\$535,791.67
44	\$6,958.33	\$528,833.33
45	\$6,958.33	\$521,875.00
46	\$6,958.33	\$514,916.67
47	\$6,958.33	\$507,958.33
48	\$6,958.33	\$501,000.00
49	\$6,958.33	\$494,041.67
50	\$6,958.33	\$487,083.33
51	\$6,958.33	\$480,125.00
52	\$6,958.33	\$473,166.67
53	\$6,958.33	\$466,208.33
54	\$6,958.33	\$459,250.00
55	\$6,958.33	\$452,291.67
56	\$6,958.33	\$445,333.33
57	\$6,958.33	\$438,375.00
58	\$6,958.33	\$431,416.67
59	\$6,958.33	\$424,458.33
60	\$6,958.33	\$417,500.00
61	\$6,958.33	\$410,541.67
62	\$6,958.33	\$403,583.33
63	\$6,958.33	\$396,625.00
64	\$6,958.33	\$389,666.67
65	\$6,958.33	\$382,708.33
66	\$6,958.33	\$375,750.00
67	\$6,958.33	\$368,791.67
68	\$6,958.33	\$361,833.33
69	\$6,958.33	\$354,875.00
70	\$6,958.33	\$347,916.67
71	\$6,958.33	\$340,958.33
72	\$6,958.33	\$334,000.00
73	\$6,958.33	\$327,041.67
74	\$6,958.33	\$320,083.33
75	\$6,958.33	\$313,125.00
76	\$6,958.33	\$306,166.67
77	\$6,958.33	\$299,208.33
78	\$6,958.33	\$292,250.00
79	\$6,958.33	\$285,291.67
80	\$6,958.33	\$278,333.33

#	Payment Amount	Remaining Balance
81	\$6,958.33	\$271,375.00
82	\$6,958.33	\$264,416.67
83	\$6,958.33	\$257,458.33
84	\$6,958.33	\$250,500.00
85	\$6,958.33	\$243,541.67
86	\$6,958.33	\$236,583.33
87	\$6,958.33	\$229,625.00
88	\$6,958.33	\$222,666.67
89	\$6,958.33	\$215,708.33
90	\$6,958.33	\$208,750.00
91	\$6,958.33	\$201,791.67
92	\$6,958.33	\$194,833.33
93	\$6,958.33	\$187,875.00
94	\$6,958.33	\$180,916.67
95	\$6,958.33	\$173,958.33
96	\$6,958.33	\$167,000.00
97	\$6,958.33	\$160,041.67
98	\$6,958.33	\$153,083.33
99	\$6,958.33	\$146,125.00
100	\$6,958.33	\$139,166.67
101	\$6,958.33	\$132,208.33
102	\$6,958.33	\$125,250.00
103	\$6,958.33	\$118,291.67
104	\$6,958.33	\$111,333.33
105	\$6,958.33	\$104,375.00
106	\$6,958.33	\$97,416.67
107	\$6,958.33	\$90,458.33
108	\$6,958.33	\$83,500.00
109	\$6,958.33	\$76,541.67
110	\$6,958.33	\$69,583.33
111	\$6,958.33	\$62,625.00
112	\$6,958.33	\$55,666.67
113	\$6,958.33	\$48,708.33
114	\$6,958.33	\$41,750.00
115	\$6,958.33	\$34,791.67
116	\$6,958.33	\$27,833.33
117	\$6,958.33	\$20,875.00
118	\$6,958.33	\$13,916.67
119	\$6,958.33	\$6,958.33
120	\$6,958.33	\$0.00

Blank

Attachment 3



Crown Castle
1220 Augusta Dr. #500
Houston, TX 77057

March 22, 2012

City of Tonka Bay
Attention: Joe Kohlman
5605 Manitou Road
Tonka Bay, Minnesota 55331
(952) 474-7994

RE: Site Lease Agreement dated July 11, 1997 as it may have been amended and/or assigned between City of Tonka Bay ("Grantor") and Nextel West Corp. ("Nextel"), the Co-location Site Lease Agreement dated September 17, 1997 as it may have been amended and/or assigned between Grantor and Sprint Spectrum L.P. ("Sprint"), and the Site Lease Agreement dated March 1, 1998 as it may have been amended and/or assigned between Grantor and Cellnet Data Services (MSP), Inc. ("Cellnet"), (collectively the "Leases"), for the lease of real property located in Excelsior County, Minnesota ("Premises") together with access and utility easements benefitting the Premises ("Easements"), all as legally described in the Lease and any portion of Grantor's property on which communications facilities exist as of the date of this letter ("Encroachments") (the Premises, Easements and the Encroachments are collectively called the "Property").

Dear Joe Kohlman:

This letter agreement, together with the above definitions and the attached Schedule 1 (the "Agreement"), is made effective on the date of the last party to sign ("Effective Date") and sets forth the terms of an agreement between Grantor and Crown Castle Towers 09 LLC, a Delaware limited liability company ("Grantee"), to acquire an easement over the Property and assignment of the Leases.

For Fifty Dollars (\$50.00) in independent consideration to be paid by Grantee and delivered to Grantor within thirty (30) days after the date of full execution of this Agreement, and for other good and valuable consideration, Grantor and Grantee agree as follows:

1. Grantee and Grantor will enter into a Grant of Easement and Assignment of Lease which shall be for a term of forty (40) years and in a mutually agreed upon form (the "Easement Agreement"), pursuant to which Grantee will acquire the Property from the Grantor for a purchase price of **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** (the "Purchase Price"). Grantee shall make a down payment on the Purchase Price at closing in the amount of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** ("Down Payment"). Thereafter, Grantee shall pay the Purchase Price in one hundred twenty (120) consecutive monthly installments of **Four Thousand One Hundred Sixty Six and 67/100 Dollars (\$4,166.67)** (each an "Installment Payment"). Grantee shall have the right to pay off the remaining balance of the Purchase Price (the "Payoff Amount") at any time, and upon payment of such Payoff Amount, no further Installment Payments (or interest) shall be due to Grantor. An estimated payment and Payoff Amount schedule is attached as Exhibit A. An actual payment and Payoff Amount schedule (the "Actual Payment Schedule") will be attached as an exhibit to the Agreement. In case of any conflict or inconsistency between Exhibit A to this Letter Agreement and the Actual Payment Schedule, the Actual Payment Schedule shall control. Grantee shall prepare and deliver to Grantor, at Grantee's sole cost and expense, the Easement Agreement modified to include the terms and conditions of this Agreement.

2. Grantor consents and agrees that from the date of full execution of this Agreement until the transaction is closed, Grantee and such third parties as Grantee may designate (the "Authorized Parties") may enter upon the Property to conduct and perform tests, studies and evaluations by the Authorized Parties, in their sole discretion. Upon the conclusion of the tests, studies and evaluations necessary for due diligence, Crown shall remove any equipment placed on the Property and repair any damage to the Property resulting from any of the activity, and return the Property to the condition it was in before the Authorized Parties' entry onto the Property.

If this Agreement accurately sets forth Grantor's understanding and agreement to the terms and conditions above, please so indicate by signing below.

Grantor:
City of Tonka Bay
a Minnesota municipal corporation

Grantee:
Global Signal Acquisitions IV LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Grantor:
City of Tonka Bay
A Minnesota municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

Standard Terms and Conditions

1. Consummation of this transaction will be subject to:
 - a. approval of this Agreement by Grantee's property committee;
 - b. the execution and delivery by Grantor of all forms required by applicable taxing authorities, and any documents required by Grantee's title insurer evidencing the authority of the party executing such documents on Grantor's behalf;
 - c. performance by Grantee of environmental screening of the Property's soil conditions with results satisfactory to Grantee and its lender;
 - d. receipt by Grantee of a survey in form and substance satisfactory to Grantee ("Survey");
 - e. Grantee's receipt of a title commitment with respect to the Property, to be obtained, stating that Grantor has good, indefeasible and marketable fee simple title to the Property, free and clear of all liens and encumbrances except such matters as may be acceptable to Grantee;
 - f. Grantee's receipt of any consents necessary to assign the Lease; and
 - g. execution by Grantor of an assignment of lease notification letter addressed to the Tenant.
2. Upon satisfaction of the contingencies described above to Grantee's sole satisfaction, the parties shall execute the Easement Agreement.
3. From the date of this Agreement until the Easement Agreement is fully executed, Grantor shall not directly or indirectly solicit, initiate or encourage submission of proposals or offers relating to any disposition or encumbrance of the Property in whole or in part.
4. Irrespective of whether this transaction is consummated, Grantee and Grantor each will pay its own out-of-pocket expenses.
5. Notwithstanding anything to the contrary contained herein, Grantee has the complete right to terminate this Agreement prior to closing without damages.
6. Grantor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.
7. Grantor agrees that the information contained in this Agreement and other information conveyed by Grantee to Grantor concerning this transaction, whether written or oral, constitutes confidential information that will not be disclosed without the prior written consent of Grantee.
8. The Easement Agreement shall include a legal description of the Property to be inserted by Grantee upon Grantee's receipt of the Survey.
9. Grantor represents and warrants that:
 - a. Grantor is duly authorized and has the full power, right and authority to enter into this Agreement, and subject to the following item 9.b, to perform Grantor's obligations herein;
 - b. Grantor understands that if the Property is subject to a mortgage, deed of trust or is otherwise used as collateral for a loan, then the consent of Grantor's lender to the transaction is probably required. Grantor understands that if such consent is required then failure to obtain such consent could place Grantor in default of such loan and subject the Property to foreclosure by such lender. Grantor hereby holds harmless Grantee from any cost, damage or liability which Grantor may incur as a result of closing this transaction without such consent;
 - c. Grantor has no knowledge of any pending or threatened condemnation proceedings or other similar proceedings relating to the Property;
 - d. Grantor has no knowledge of any special or general assessment levied, pending or threatened against the Property;

- e. There is no litigation or proceedings pending, or to Grantor's knowledge threatened, against or relating to the Property in whole or in part;
 - f. Grantor agrees that Grantee may, but shall not be obligated to, extend any time periods set forth herein in order to (a) determine whether these representations and warranties are true and correct and (b) permit Grantor to perform any corrective actions necessary to make such representations and warranties true and correct as of the closing; and,
 - g. From the date of this Agreement through the date that Grantor executes the Easement Agreement, Grantor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Grantor shall promptly notify Grantee if any representation or warranty is or possibly may not be true or correct. Grantor's representations, warranties and covenants shall survive the closing.
10. If any provisions in this Agreement are or become unenforceable, all other provisions shall remain enforceable.
11. Grantee may assign this Agreement to any affiliate of Grantee without Grantor's consent.
12. This Agreement contains the entire understanding of the parties relating to this Agreement and the subject matter of the Easement Agreement and supersedes all prior written or oral agreements. This Agreement is binding on and benefits Grantor and Grantee and their respective heirs, legal representatives, successors and assigns.

EXHIBIT A

Estimated Payment and Payoff Amount Schedule

SCHEDULE OF PAYMENTS

#	Payment Amount	Remaining Balance
0	\$250,000.00	\$500,000.00
1	\$4,166.67	\$495,833.33
2	\$4,166.67	\$491,666.67
3	\$4,166.67	\$487,500.00
4	\$4,166.67	\$483,333.33
5	\$4,166.67	\$479,166.67
6	\$4,166.67	\$475,000.00
7	\$4,166.67	\$470,833.33
8	\$4,166.67	\$466,666.67
9	\$4,166.67	\$462,500.00
10	\$4,166.67	\$458,333.33
11	\$4,166.67	\$454,166.67
12	\$4,166.67	\$450,000.00
13	\$4,166.67	\$445,833.33
14	\$4,166.67	\$441,666.67
15	\$4,166.67	\$437,500.00
16	\$4,166.67	\$433,333.33
17	\$4,166.67	\$429,166.67
18	\$4,166.67	\$425,000.00
19	\$4,166.67	\$420,833.33
20	\$4,166.67	\$416,666.67
21	\$4,166.67	\$412,500.00
22	\$4,166.67	\$408,333.33
23	\$4,166.67	\$404,166.67
24	\$4,166.67	\$400,000.00
25	\$4,166.67	\$395,833.33
26	\$4,166.67	\$391,666.67
27	\$4,166.67	\$387,500.00
28	\$4,166.67	\$383,333.33
29	\$4,166.67	\$379,166.67
30	\$4,166.67	\$375,000.00
31	\$4,166.67	\$370,833.33
32	\$4,166.67	\$366,666.67
33	\$4,166.67	\$362,500.00
34	\$4,166.67	\$358,333.33
35	\$4,166.67	\$354,166.67
36	\$4,166.67	\$350,000.00
37	\$4,166.67	\$345,833.33
38	\$4,166.67	\$341,666.67
39	\$4,166.67	\$337,500.00
40	\$4,166.67	\$333,333.33

#	Payment Amount	Remaining Balance
41	\$4,166.67	\$329,166.67
42	\$4,166.67	\$325,000.00
43	\$4,166.67	\$320,833.33
44	\$4,166.67	\$316,666.67
45	\$4,166.67	\$312,500.00
46	\$4,166.67	\$308,333.33
47	\$4,166.67	\$304,166.67
48	\$4,166.67	\$300,000.00
49	\$4,166.67	\$295,833.33
50	\$4,166.67	\$291,666.67
51	\$4,166.67	\$287,500.00
52	\$4,166.67	\$283,333.33
53	\$4,166.67	\$279,166.67
54	\$4,166.67	\$275,000.00
55	\$4,166.67	\$270,833.33
56	\$4,166.67	\$266,666.67
57	\$4,166.67	\$262,500.00
58	\$4,166.67	\$258,333.33
59	\$4,166.67	\$254,166.67
60	\$4,166.67	\$250,000.00
61	\$4,166.67	\$245,833.33
62	\$4,166.67	\$241,666.67
63	\$4,166.67	\$237,500.00
64	\$4,166.67	\$233,333.33
65	\$4,166.67	\$229,166.67
66	\$4,166.67	\$225,000.00
67	\$4,166.67	\$220,833.33
68	\$4,166.67	\$216,666.67
69	\$4,166.67	\$212,500.00
70	\$4,166.67	\$208,333.33
71	\$4,166.67	\$204,166.67
72	\$4,166.67	\$200,000.00
73	\$4,166.67	\$195,833.33
74	\$4,166.67	\$191,666.67
75	\$4,166.67	\$187,500.00
76	\$4,166.67	\$183,333.33
77	\$4,166.67	\$179,166.67
78	\$4,166.67	\$175,000.00
79	\$4,166.67	\$170,833.33
80	\$4,166.67	\$166,666.67

#	Payment Amount	Remaining Balance
81	\$4,166.67	\$162,500.00
82	\$4,166.67	\$158,333.33
83	\$4,166.67	\$154,166.67
84	\$4,166.67	\$150,000.00
85	\$4,166.67	\$145,833.33
86	\$4,166.67	\$141,666.67
87	\$4,166.67	\$137,500.00
88	\$4,166.67	\$133,333.33
89	\$4,166.67	\$129,166.67
90	\$4,166.67	\$125,000.00
91	\$4,166.67	\$120,833.33
92	\$4,166.67	\$116,666.67
93	\$4,166.67	\$112,500.00
94	\$4,166.67	\$108,333.33
95	\$4,166.67	\$104,166.67
96	\$4,166.67	\$100,000.00
97	\$4,166.67	\$95,833.33
98	\$4,166.67	\$91,666.67
99	\$4,166.67	\$87,500.00
100	\$4,166.67	\$83,333.33
101	\$4,166.67	\$79,166.67
102	\$4,166.67	\$75,000.00
103	\$4,166.67	\$70,833.33
104	\$4,166.67	\$66,666.67
105	\$4,166.67	\$62,500.00
106	\$4,166.67	\$58,333.33
107	\$4,166.67	\$54,166.67
108	\$4,166.67	\$50,000.00
109	\$4,166.67	\$45,833.33
110	\$4,166.67	\$41,666.67
111	\$4,166.67	\$37,500.00
112	\$4,166.67	\$33,333.33
113	\$4,166.67	\$29,166.67
114	\$4,166.67	\$25,000.00
115	\$4,166.67	\$20,833.33
116	\$4,166.67	\$16,666.67
117	\$4,166.67	\$12,500.00
118	\$4,166.67	\$8,333.33
119	\$4,166.67	\$4,166.67
120	\$4,166.67	\$0.00

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Nextel network modifications in Minneapolis, MN

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What this means for you:

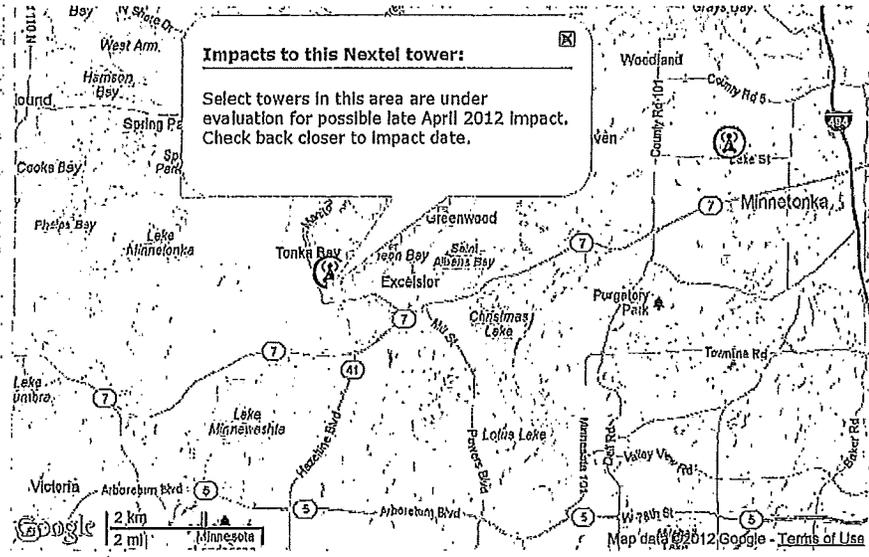
Selected Nextel towers are expected to be taken off-air and surrounding towers* will be optimized at the same time to maximize coverage continuity in an impacted area.

Nextel coverage on the street/in a car should not be impacted. Nextel users may experience changes to their call coverage when inside a building. *Sprint CDMA coverage will not change due to these actions.*

For real-time coverage information, always check sprint.com/coverage.

If you have questions, please contact Sprint to discuss.

* Towers can be defined as any cell site location for example on rooftops, traditional cell towers, water towers, billboards, etc.



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Attachment 45

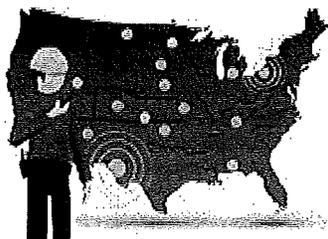
Published on *FierceWireless* (<http://www.fiercewireless.com>)

Sprint details plans to shut down iDEN cell sites

By *pgoldstein*

Created Feb 7 2012 - 10:43am

Sprint Nextel (NYSE:S [1]) launched a website detailing how and when it will begin decommissioning iDEN cell sites around the country as part of its multibillion-dollar Network Vision network upgrade.



[2] [2]

Sprint's website offers details on its iDEN shutdown plan.

Sprint announced in late 2011 that would decommission its Nextel iDEN service on its 800 MHz spectrum beginning in 2013, the company has not detailed how this will occur. Now, it appears Sprint is offering a glimpse of how more than 250 Nextel markets across the country will be affected as Sprint progresses with its Network Vision plans. Sprint plans to eventually shut down push-to-talk service on its iDEN network; it hopes to migrate customers to advanced PTT services on its CDMA network. The company will then reform its 800 MHz iDEN spectrum for advanced voice services as well as for LTE.

"Sprint is in the process of reducing the number of Nextel towers and making other network modifications around the country," the company states on the site, nextelnetwork.sprint.com [2]. "Sprint CDMA coverage will not change due to these actions." The site provides market-by-market maps, with markings for individual iDEN cell sites.

While most of the cell site modifications will begin this spring and move through the summer, some will begin earlier. For example, according to the site, Sprint will decommission around a dozen iDEN cell sites in New Orleans starting in late February (but will keep dozens more online for now). However, in many other markets where there are no towers specifically marked for decommissioning, Sprint states that "select towers in this area are under evaluation" and may be impacted.

Sprint spokesman Mark Bonavla told *FierceWireless* that the iDEN towers targeted with the reduction efforts are "excess capacity" cell sites added years ago when the Nextel subscriber base was much larger. Sprint has been steadily losing iDEN customers over the past few years.

Last fall Sprint launched its CDMA Direct Connect service, powered by a new solution from Qualcomm (NASDAQ:QCOM [3]), as part of its plan to migrate iDEN customers. Sprint said the new Direct Connect service, which rides on Sprint's 1900 MHz spectrum, offers improved in-building coverage and will triple the square-mile reach of its current iDEN-based PTT service. Specifically, Sprint said its new PTT offering will cover 2.7 million square miles and a population of 309 million (with the addition of 1XRTT and roaming coverage), up from the iDEN network's 908,370 square miles covering a population of 278 million.

For more:

- see this Sprint site [2]
- see this *The Verge* article [4]
- see this *GigaOM* post [5]

Related Articles:

- Sprint will launch 10 LTE markets by mid-year [6]
- Sprint to launch enhanced CDMA push-to-talk service Oct. 2 [7]
- Sprint deploys first LTE cluster, multi-modal base station [8] [9]
- Sprint to launch LTE on 1900 MHz spectrum by mid-2012 [10]

Direct Connect iDEN LTE Network Vision push to talk Push-to-Talk Sprint

Source URL: <http://www.fiercewireless.com/story/sprint-details-plans-shut-down-iden-cell-sites/2012-02-07>

Links:

- [1] <http://www.fiercewireless.com/tags/Sprint>
- [2] <https://nextelnetwork.sprint.com/>
- [3] <http://www.fiercewireless.com/tags/qualcomm>
- [4] <http://www.theverge.com/2012/2/6/2775753/sprint-nextel-iden-network-shutdown-map>
- [5] <http://gigaom.com/mobile/when-is-your-nextel-service-going-kaput-theres-a-map-for-that/>

- [6] <http://www.fiercewireless.com/story/sprint-will-launch-10-lte-markets-mid-year/2012-01-05>
- [7] <http://www.fiercewireless.com/story/sprint-launch-enhanced-cdma-push-talk-service-oct-2/2011-09-28>
- [8] <http://www.fiercebroadbandwireless.com/story/sprint-deploys-first-lte-cluster-multi-modal-base-station/2012-01-03>
- [9] <http://www.fiercewireless.com/story/sprint-will-deploy-lte-advanced-first-half-2013/2011-10-25>
- [10] <http://www.fiercewireless.com/story/sprint-launch-lte-1900-mhz-spectrum-mid-2012/2011-10-07>

Antenna Lease Revenue

Revenue 653-36220
Deferred 653-22200

CellNet Data Service Lease

Lease Agreement dated 3/1/1998

3. Rent amount

(a) Initial term, \$833.33 per month for initial year, increased each year on January 1 by 4%

5. Term and Renewals

Initial term, commence on 3/1/1998 and terminate on 2/28/2003

Right to extend lease 2 additional 5 year renewal periods.

Automatically extended unless Tenant provides Landlord of its intention

not to renew prior to commencement of the succeeding Renewal Term

13. Lease Termination

(a)(i) Tenant may terminated lease, without cause, as of the end of any term by giving notice to the Landlord at least ninety (90) days prior to the expiration of the Initial or subsequent Renewal Term.

2nd renewal paid (deposited 2/21/08) through 2/28/13

	annual	monthly	(2 mos)	(10 mos)		revenue	deferred
1st yr	6,515.59	542.97		5,429.66	2008	5,429.66	30,573.09
2nd yr	6,841.37	570.11	1,085.93	5,701.14	2009	6,787.07	23,786.02
3rd yr	7,183.44	598.62	1,140.23	5,986.20	2010	7,126.43	16,659.59
4th yr	7,542.61	628.55	1,197.24	6,285.51	2011	7,482.75	9,176.84
5th yr	7,919.74	659.98	1,257.10	6,599.78	2012	7,856.89	1,319.96
			1,319.96	0.00	2013	1,319.96	0.00

36,002.75

Lease cycles

2nd Renewal	2008-2013	36,002.75	2/19/2008
1st Renewal	2003-2008	28,210.00	
Initial Term	1998-2003	22,103.00	

Antenna Lease Revenue

653-36220

Sprint Spectrum Lease

Lease Agreement dated 9/17/1997

2. Rent amount

- a Initial term, 5 year lump sum of \$60,000, ending 12/31/2001
- b Renewal terms, \$14,500.00 first year starting 1/1/2002
Increased 5% annually, starting 1/1/03.

4. Term Renewals

Initial term ending 12/31/2001.

Right to extend lease 4 additional 5 year renewal periods.

Automatically extended unless Tenant provides Landlord ninety (90) days prior written notification of its intention not to renew prior to commencement of the succeeding Renewal Term

		annual	date	Paid amount
1st term	9/17/1997 12/31/01	60,000.00		60,000.00
2nd term	2002	14,500.00	12/27/01	14,500.00
	2003	15,225.00	12/30/02	15,225.00
	2004	15,986.25	1/15/04	15,986.25
	2005	16,785.56	1/20/05	16,785.56
	2006	17,624.83	1/19/06	17,624.83
	<i>*dup pymt-remains in deferred revenue</i>		12/28/06	18,506.08
3rd term	2007	18,506.08	12/27/07	18,506.08
	2008	19,431.37	12/17/08	19,431.37
	2009	20,402.93	12/15/09	20,402.93
	2010	21,423.07	12/15/10	21,423.07
	2011	22,494.22	12/16/11	22,494.26
4th term	2012	23,618.93		
	2013	24,799.88		
	2014	26,039.87		
	2015	27,341.86		
	2016	28,708.95		
5th term	2017	30,144.40		
	2018	31,651.62		
	2019	33,234.20		
	2020	34,895.91		
	2021	36,640.71		
		\$539,455.64		\$260,885.43 \$278,570.21

SprintNextel (Nextel West) Lease

Lease Agreement dated 7/11/1997

2. Rent amount

(a) Initial term, \$833.33 per month for initial year, increased each year on January 1 by 4%

4. Term Renewals

Initial term ending 12/31/2001.

Right to extend lease 5 additional 5 year renewal periods.

Automatically extended unless Tenant provides Landlord of its intention

not to renew prior to commencement of the succeeding Renewal Term

13. Lease Termination

(a)(1) Tenant may terminated lease, without cause, as of the end of any term by giving notice to the Landlord at least ninety (90) days prior to the expiration of the Initial or subsequent Renewal Term.

		annual	monthly
Initial Term	1997	10,000.00	833.33
	1998	10,399.96	866.66
	1999	10,815.96	901.33
	2000	11,248.60	937.38
	2001	11,698.54	974.88
1st Renewal	2002	12,166.48	1,013.87
	2003	12,653.14	1,054.43
	2004	13,159.27	1,096.61
	2005	14,232.72	1,186.06
	2006	14,802.00	1,233.50
2nd Renewal	2007	15,394.08	1,282.84
	2008	16,009.80	1,334.15
	2009	16,650.24	1,387.52
	2010	17,316.24	1,443.02
	2011	18,008.89	1,500.74
3rd Renewal	2012	18,729.24	1,560.77
	2013	19,478.40	1,623.20
	2014	20,257.56	1,688.13
	2015	21,067.92	1,755.66
	2016	21,910.68	1,825.89
4th Renewal	2017	22,787.16	1,898.93
	2018	23,698.68	1,974.89
	2019	24,646.68	2,053.89
	2020	25,632.60	2,136.05
	2021	26,657.88	2,221.49
5th Renewal	2022	27,724.20	2,310.35
	2023	28,833.12	2,402.76
	2024	29,986.44	2,498.87
	2025	31,185.84	2,598.82
	2026	32,433.24	2,702.77

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