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# Sprint

Property Services  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

Website: <https://landlordsolutions.sprint.com>  
Toll Free: (800) 357-7641

February 6th, 2017

**Via FedEx**

Tracking #: 7783 4588 2171; Copy tracking #: 7783 4594 2402

City of Manitowoc  
Attn: City Clerk  
900 Quay Street  
Manitowoc, WI 54220

With a copy to:  
City of Manitowoc  
Fire Chief  
911 Franklin Street  
Manitowoc, WI 54220

**Re: Landlord Acceptance of Removal and Restoration**

**Agreement:** Communication Tower Agreement, dated February 10, 2011 ("Agreement")  
**Landlord:** City of Manitowoc, a municipal corporation  
**Tenant:** Clear Wireless LLC ("Clearwire")  
**Tenant ID:** WI-DORS001/ML82XC904  
**Site Address:** 736 Revere Drive, Manitowoc, WI 54220

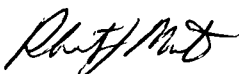
To Whom It May Concern:

This letter will confirm that Tenant completed the removal of its equipment and restoration of the Premises on May 12, 2016, as required by the terms of the Agreement.

Enclosed are two (2) originals of the Owner's Acceptance and Release. We would greatly appreciate it if you could please sign and return one (1) original using the provided FedEx label within thirty (30) days from the date of this notice. If no response is received within 30 days of your receipt of this letter, Tenant's removal and restoration of the Premises will be deemed compliant with the terms of the Agreement and to the Owner's satisfaction.

If you have any questions, please contact Dev Proctor directly by phone at (630) 875-5023 or email [Dev.Proctor@sprint.com](mailto:Dev.Proctor@sprint.com). You may also contact our toll-free Landlord Solutions team at 800-357-7641. When calling, please reference the Tenant ID (WI-DORS001/ML82XC904).

Sincerely,



Robert J. Monte

BlueStream Project Manager, on behalf of Sprint

cc: AHM

**OWNER'S ACCEPTANCE and RELEASE**

This OWNER'S ACCEPTANCE and RELEASE is made by the undersigned owner ("Owner") to and for the benefit of Clear Wireless LLC, a Nevada limited liability company, or other Clearwire entity ("Clearwire").

Owner and Clearwire were parties to a lease agreement ("Lease") for a site (Clearwire Site # WI-DORS001) ("Site") on Owner's property located at 736 Revere Drive, Manitowoc, WI 54220 ("Owner's Property"). Clearwire used the Site for a communications facility that may have included, among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefor (collectively, the "Communications Facility"). Clearwire terminated the Lease, removed some of the Communications Facility and restored the Site and Owner's Property to the condition required by the Lease (or as otherwise expressly agreed to by Owner), and Clearwire vacated and surrendered the Site to Owner.

NOW, THEREFORE, in consideration of the foregoing, the provisions set forth below, the sum of one dollar, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby acknowledges that Clearwire has restored the Site and Owner's Property to the condition required by the Lease (or as otherwise expressly agreed to by Owner) and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property shall be deemed abandoned by Clearwire (collectively, the "Abandoned Property"); Owner accepts any such Abandoned Property in its present condition "AS-IS", "WHERE-IS" and "WITH ALL FAULTS", and without any representations, warranties, promises, covenants or guaranties whatsoever, express, implied, oral, written, statutory or otherwise (including, without limitation, no warranties of merchantability, marketability, profitability, fitness for a particular purpose or conformity to models or materials); and Owner fully and forever releases Clearwire, its affiliates, and each of their respective agents, employees, contractors, predecessors and successors (the "Released Parties") from all claims, demands, obligations, losses, costs, expenses, judgments, actions or suits of any kind (collectively "Claims") and any and all liability whatsoever in connection with the foregoing.

Executed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

"OWNER"

City of Manitowoc, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Executed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

"OWNER"

City of Manitowoc, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_