

LEASE TERMINATION AGREEMENT
AND
GENERAL RELEASE

This LEASE TERMINATION AGREEMENT AND GENERAL RELEASE (the "Agreement") is made as of _____, 2013, by and between Nextel West Corp., a Delaware corporation - ("Nextel"), and City of West Allis, a Wisconsin municipal corporation ("Owner"), with reference to the following facts, understandings and intentions:

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RECITALS

A. Owner owns certain property located at 11515 West Rogers Street, West Allis, Wisconsin ("Owner's Property"). Nextel, as lessee ~~or tenant (or successor in interest to the lessee or tenant)~~, and Owner, as lessor ~~or landlord (or successor in interest to the lessor or landlord)~~, are parties to that Water Tower Lease Agreement, dated ~~as of~~ October 1, 2003, ~~as amended on November 10, 2003~~ (collectively, the "Lease"), whereby Owner leases to Nextel a portion of Owner's Property, as further described in the Lease (the "Site").

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B. Nextel uses the Site for a communications facility that, pursuant to the Lease, may include 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").

C. By letter dated August 17, 2012, as permitted by the terms of the Lease, Nextel notified Owner of Nextel's election to terminate the Lease, effective as of November 16, 2012 ("Notice"). Owner acknowledges that Nextel's written Notice was properly given and effective.

D. Nextel and Owner are willing to so terminate the Lease, pursuant to the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

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1. Date of Termination; Final Payment.

a. The Lease is hereby canceled and terminated effective at 11:59 p.m. on November 16, 2012 ("Termination Date"). From and after the Termination Date, neither Owner nor Nextel will have any further rights or obligations under the Lease, and Nextel will have no further right or interest with respect to the Site.

(Nextel Site # WI-0905A)

b. In full and final payment of any and all sums due or owing by Nextel to Owner under the Lease or otherwise in connection with Owner's Property or the Site, Nextel will pay Owner a one-time payment of ~~Eleven-Ten Thousand Two Hundred Eighty Three~~ and 00/100 Dollars (\$~~10,000.00~~), ~~1,283.00 includes prorated rent from November 1, 2012 through November 16, 2012 \$1,283.00 and representing an Radios Only incentive \$10,000.00~~ (the "Final Payment"), within ten (10) business days after Owner provides Nextel with: (i) a fully executed Site Acceptance (as defined below); and (ii) if required by Nextel because the entity to whom rent is delivered (as set up in Nextel's rent payment system) is different than the entity defined above as Owner, a fully executed W-9 Form (with the Tax ID Number and signature of the entity defined above as Owner).

2. Vacation and Surrender of the Site; Site Acceptance.

a. Owner and Nextel have expressly agreed that, on or before the Termination Date, Nextel will vacate and surrender the Site to Owner in its current "AS-IS" condition, except that Nextel will remove from the Site the following (the "Removed Equipment"):

Remove all iDEN radio equipment (base radios, ISCs, rectifiers, AC-DC power plants, batteries, racks, controller, DC power, and related support hardware).

Nextel will have no further obligation (notwithstanding anything to the contrary contained in the Lease or otherwise) to remove the Communications Facility (all of which will be deemed abandoned by Nextel and accepted by Owner) or otherwise repair or restore the Site or any other portion of Owner's Property.

b. Upon Nextel's vacation of the Site, Owner and Nextel will each execute duplicate originals of the "Site Acceptance and Release" in the form attached hereto as Exhibit A ("Site Acceptance"). Owner's execution of the Site Acceptance will constitute conclusive evidence and proof that Nextel has vacated and surrendered the Site to Owner in the condition required by the Lease and this Agreement, and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property will be deemed abandoned by Nextel and accepted by Owner, on the terms set forth therein.

3. Release of Obligations. Except for Owner's and Nextel's respective rights to enforce the provisions of this Agreement and the Site Acceptance, effective as of the Termination Date, Owner and Nextel, for themselves and their respective parent, subsidiary and related corporations, partners, affiliates, heirs, successors and assigns, do each hereby release and forever discharge each other and their present and former directors, officers, shareholders, managers, agents, trustees, beneficiaries, attorneys and employees (the "Released Parties") from all obligations, damages, losses, costs, expenses and liabilities whether known or unknown, contingent or direct, liquidated or unliquidated, and from any claims, demands, judgments, actions or suits of any kind (collectively, "Claims") which they may have against one another arising out of or relating to the Lease, and the use and occupancy of Site, the Communications Facility and/or Owner's Property, including without limitation, any attorneys' fees incurred in connection therewith. Each party acknowledges the possibility that the other party may have

unknown Claims against the other arising out of or related to the Lease, and the use and occupancy of Site, the Communications Facility and/or Owner's Property, and that by signing this Agreement, each party expressly waives such Claims. The parties further acknowledge that the consideration for this mutual release takes into account the possibility of such further Claims.

4. Voluntary Agreement. The parties have read this Agreement and the releases contained herein and, on advice of counsel, have freely and voluntarily entered into this Agreement with full understanding of its terms.

5. Recitals. The above recitals are an integral and substantive part of this Agreement and are incorporated herein.

~~6. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party will be entitled to recover attorneys' fees and expenses from the other.~~

~~7.6. Successors. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.~~

~~8.7. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same agreement. The parties agree that their signatures may be delivered by fax or email.~~

~~9.8. Governing Law. The validity, interpretation, construction and performance of this Agreement will be controlled by and construed under the laws of the state in which the Site is located.~~

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement and General Release as of the date and year first above written.

"OWNER"

"NEXTEL"

City of West Allis,
a Wisconsin municipal corporation

Nextel West Corp.,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

SITE ACCEPTANCE and RELEASE

This SITE ACCEPTANCE and RELEASE is made as of _____, 2013, by and between Nextel West Corp., a Delaware corporation ("Nextel"), and City of West Allis, a Wisconsin municipal corporation ("Owner"), with reference to the following facts, understandings and intentions:

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A. Owner and Nextel are parties to that LEASE TERMINATION AGREEMENT and GENERAL RELEASE dated _____, 2013 (the "Agreement"), that terminated a Lease for a Site on Owner's Property located at 11515 West Rogers Street, West Allis, Wisconsin (Nextel Site #WI-0905A), all terms of which are incorporated herein. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

B. Nextel 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").

C. Nextel removed some or all of the Communications Facility and restored the Site and Owner's Property to the condition required by the Lease and the Agreement, and Nextel vacated and surrendered the Site to Owner. The parties now desire to execute this Site Acceptance and Release, pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the provisions set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby acknowledges that Nextel has restored the Site and Owner's Property to the condition required by the Lease and the Agreement, and Nextel vacated and surrendered the Site to Owner on or before the Termination Date as required by the Agreement. Owner acknowledges that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property shall be deemed abandoned by Nextel (collectively, the "Abandoned Property"), and 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 Nextel and the Released Parties from all Claims and any and all liability whatsoever in connection therewith, and agrees to indemnify, defend and hold Nextel and the Released Parties harmless from and against all Claims and any and all losses, costs, liabilities, damages, claims, actions and causes of action (including attorneys' fees and court costs) arising out of or relating in any way to any such Abandoned Property.

Executed on _____, 2013

"OWNER"

"NEXTEL"

City of West Allis,
a Wisconsin municipal corporation

Nextel West Corp.,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____