

## TERMINATION OF PCS SITE AGREEMENT

THIS TERMINATION OF PCS SITE AGREEMENT ("Termination") is dated the date of the first signature below to be effective the date of the last signature below (the "Effective Date"), by and between CITY OF LAS VEGAS, a Nevada municipal corporation ("Lessor"), and STC ONE LLC, a Delaware limited liability company, by and through its Attorney In Fact, GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("Lessee").

WHEREAS, Lessor and Lessee are the current parties to that certain PCS Site Agreement dated July 25, 2000, a memorandum of which was recorded in the official records of Clark County, Nevada ("Official Records") on October 30, 2000 at Instrument No. 2000103000147 (the "Agreement"), whereby Lessee holds a lease interest in certain real property, together with access and utility easements (the "Site"), located in Clark County, Nevada from Lessor, all located within certain real property owned by Lessor (the "Property"); and

WHEREAS, Lessor and Lessee desire to terminate the Agreement upon the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The parties acknowledge the accuracy of the foregoing recitals and that the recitals are hereby incorporated in this Termination.
2. Defined Terms. Any capitalized terms identified but not defined herein shall have the meanings ascribed to them in the Agreement.
3. Termination. The Agreement is hereby terminated effective as of the Termination Date (as defined below).
4. Consideration. In consideration of this Termination, and as a condition to the effectiveness of the termination set forth in Section 3 above, upon full execution of this Termination Agreement, Lessee shall no longer be obligated to pay Rent under the Agreement.
5. Removal. Lessee, no later than February 15, 2023, shall complete the following (collectively referred to as the "Removal Work"): (i) remove the tower located within the Site; (ii) remove all above-ground improvements with the exception of electrical conduit; and (iii) restore the area subject to the Agreement to its original condition reasonable wear and tear excepted following such Removal Work, except for those items which Lessee is to leave in place as provided herein. Upon completion of the Removal Work, Lessee will send the Notice of Termination in form attached hereto as Exhibit A to Lessor for Lessor's execution. Lessor shall execute and return the Notice of Termination to Lessee after inspecting the Relocation Work. Lessor shall notify Lessee of any objections to the Relocation Work within ten (10) days of receipt

of the Notice of Termination. Failure to provide any objection within this 10-day timeframe shall be deemed Lessor's approval of the Relocation Work. Lessor's signature on the Notice of Termination shall be conclusive proof of Lessor's acceptance of the Site in its then current condition. Lessee shall execute and record the Notice of Termination in the official records of Clark County, Nevada upon receipt of Lessor's executed counterpart. The Agreement shall be terminated effective upon the recording of the Notice of Termination (the "Termination Date").

6. Mutual Release. Effective as of the Termination Date, the parties and their heirs, executors, representatives, administrators, successors and assigns hereby release each other from any claims, damages, demands, suits, actions, judgments, liens, awards or liability of any nature whatsoever, including, but not limited to, attorney's fees, cost of appraisers and witness fees, court costs, damages to persons or property, or under any related theory of law, directly or indirectly arise from or related to the Agreement or this Termination.

7. Counterparts. This Termination may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

TERMINATION OF PCS SITE AGREEMENT

Signature Page

IN WITNESS WHEREOF, Lessor and Lessee have caused this Termination of PCS Site Agreement to be duly executed on the day and year first written above.

**LESSOR:**

CITY OF LAS VEGAS,  
a Nevada municipal corporation

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

Print Name: Carolyn G. Goodman

Print Title: Mayor

Attest:

By: \_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk

Approved as to Form: **John S. Ridilla**  
Chief Deputy City Attorney

By: John S. Ridilla 11/1/22  
Deputy City Attorney Date

**State of Nevada**

**County of Clark**

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by  
Carolyn G. Goodman, Mayor of **CITY OF LAS VEGAS**, a Nevada municipal corporation.

(Notary Stamp)

\_\_\_\_\_  
Notarial Officer's Signature

TERMINATION OF PCS SITE AGREEMENT

Signature Page (continued)

**LESSEE:**

STC ONE LLC,  
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

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

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

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

State of Texas

County of \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public, on this day personally appeared \_\_\_\_\_ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney In Fact for **STC ONE LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

Site Name: DOWNTOWN VEGAS  
Business Unit #: 881006

## **EXHIBIT A**

Notice of Termination

[REFERENCE ATTACHED]

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

STC One LLC  
c/o Global Signal Acquisitions II LLC  
8020 Katy Freeway  
Houston, TX 77024

Prepared by:  
Parker Legal Group, PC  
600 West Broadway, Suite 700  
San Diego, CA 92101

Space above this line for Recorder's Use

**A.P.N. 13934311001**

**Prior Recorded Document(s) in Clark County, Nevada:  
October 30, 2000, at #2000103000147**

**NOTICE OF TERMINATION OF PCS SITE AGREEMENT**

This Notice of Termination of PCS Site Agreement ("Termination") is dated the date of the first signature below to be effective the date of the last signature below, by and between CITY OF LAS VEGAS, a Nevada municipal corporation ("Lessor") and STC ONE LLC, a Delaware limited liability company, by and through its Attorney In Fact, GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

1. Lessor and Lessee are the current parties to that certain PCS Site Agreement dated July 25, 2000, a memorandum of which was recorded in the official records of Clark County, Nevada on October 30, 2000 at Instrument No. 2000103000147 (the "Agreement"), whereby Lessee holds a lease interest in certain real property, together with access and utility easements (the "Site"), located in Clark County, Nevada from Lessor, all located within certain real property owned by Lessor (the "Property"). The Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

2. Lessor and Lessee hereby confirm and agree that the Agreement terminated effective \_\_\_\_\_. From and after the date of this Termination, the Property shall be released from the Agreement, and title in the Property shall fully vest in Lessor free and clear from any claim of Lessee, subject only to other matters of records as of the date hereof.

3. This Termination shall be construed and enforced in accordance with and shall be governed by the laws of the State of Nevada. Any action or proceeding relating to the subject matter of this Termination shall be instituted in County in which the Property is located.

4. This instrument contains the entire understanding between the parties relating to the subject matter hereof and supersedes any and all prior agreements, arrangements, and understandings with respect thereto, except as otherwise referred to herein. Neither this Termination nor any of its provisions may be waived, modified, amended, changed, or terminated except by an instrument in writing signed by all parties hereto.

5. The terms, covenants and provisions of this Termination shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of all parties hereto.

[Execution Pages Follow]

NOTICE OF TERMINATION OF PCS SITE AGREEMENT

Signature Page

**IN WITNESS WHEREOF**, hereunto and to duplicates hereof, Lessor and Lessee have caused this Notice of Termination of PCS Site Agreement to be duly executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LESSOR:**  
CITY OF LAS VEGAS,  
a Nevada municipal corporation

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

Print Name: Carolyn G. Goodman

Print Title: Mayor

Attest:

By: \_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Deputy City Attorney Date

State of Nevada

County of Clark

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Carolyn G. Goodman, Mayor of **CITY OF LAS VEGAS**, a Nevada municipal corporation.

(Notary Stamp)

\_\_\_\_\_  
Notarial Officer's Signature

NOTICE OF TERMINATION OF PCS SITE AGREEMENT

Signature Page (continued)



NOTICE OF TERMINATION OF PCS SITE AGREEMENT

Signature Page (continued)

**LESSEE:**

STC ONE LLC,  
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

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

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

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

State of Texas

County of \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public, on this day personally appeared \_\_\_\_\_ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney In Fact for **STC ONE LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

## **EXHIBIT B**

### **(Legal Description of the Property)**

LOT EIGHT (8) IN BLOCK SEVEN (7) OF CLARKS LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. LOT 9 BLOCK 7 BOOK 1 PAGE 37