

**FIRST AMENDMENT TO THE
GREEN VALLEY RANCH LEASE AGREEMENT
HENDERSON PUBLIC LIBRARY DISTRICT**

This First Amendment to the Green Valley Ranch Lease Agreement, Henderson Public Library District (this “Amendment”), dated as of the date of City Council approval on the signature page hereto (“Effective Date”), is entered into by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada (“City”) and the Henderson District Public Libraries (originally referred to as “Henderson Public Library District” in the Lease Agreement), a political subdivision of the state of Nevada (“District”). The City and District are sometimes referred to herein individually as a “Party” and together as the “Parties.” Capitalized terms used but not defined herein shall take the meaning set forth in the Lease Agreement, as defined below.

RECITALS

A. City is the owner of approximately 36.89 acres of real property located at 200 S. Green Valley Parkway, Henderson, Nevada previously referred to as the Henderson Promenade and Special Events Center Site (the “Property”).

B. City and District entered into that certain Green Valley Ranch Lease Agreement, Henderson Public Library District, dated as of May 16, 2000 (the “Lease Agreement”).

C. Pursuant to the Lease Agreement, District is leasing and has developed approximately 4.36 acres of the Property (the “Premises”) with a public library branch and appurtenances, which consist of approximately 40,000 square feet with associated onsite parking, landscaping, and offsite improvements (the “Project”).

D. On May 19, 2020, City entered into a lease for approximately 21.79 acres of the Property with SK Arena, LLC (“SK Arena”) for development of a 165,000 square foot multi-purpose facility (the “Henderson Event Center”) adjacent to the Project.

E. City has prepared a Parcel Map for the purpose of parceling the Property into three (3) parcels, and which will also further define the boundary lines of the Premises and the Henderson Event Center.

F. District desires to enter into a parking agreement with SK Arena to allow visitors of the Henderson Event Center to utilize Project parking during events at times the library is closed, and to allow the District to collect a portion of Henderson Event Center parking revenues for paid parking on the Premises.

G. The Parties desire to amend the Lease Agreement as set forth below to amend the legal description of the Premises and to update the indemnification and insurance requirements to allow the District to sublease the on-site parking.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, City and District hereby agree as follows:

1. Incorporation of Recitals: The Parties agree that the foregoing Recitals are true and correct and are incorporated herein as if set forth in full.

2. Amendment.

2.1. Section I. "Demise Premises" Subsection B. shall be deleted in its entirety and replaced with the following:

B. The Premises consists of approximately 3.74 acres, more or less, described as Parcel 2 as shown by map thereof in File 128, Page 62 of Parcel Maps, Clark County, Nevada and depicted on Exhibit "A" attached hereto.

2.2. Section V. "Indemnification" Subsection A. shall be deleted in its entirety and replaced with the following:

A. To the fullest extent permitted by law, District agrees to defend, indemnify, and hold harmless the City and its officers, officials, employees, agents, attorneys, representatives, and volunteers (collectively, "City Indemnitees") from and against all claims, demands, suits, judgments, proceedings, damages, losses, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees and court costs) of any kind or nature brought against one or more City Indemnitees which arise out of or in connection with District's use and subleasing of the City Property (collectively, "City Claims"). District's indemnity obligations owing to City Indemnitees under this Indemnification Agreement are not limited by applicable insurance coverage required by the Lease. Each City Indemnitee shall give District notice of any City Claim entitling the City Indemnitee to indemnification pursuant to this Agreement. Failure to give such notice shall not, however, in any manner negate or invalidate the obligation to provide such indemnity, except to the extent District is actually prejudiced thereby. The provisions of this Indemnification Agreement shall survive any expiration or termination of the Lease

2.3. Section VI. "Insurance" Subsection A. shall be deleted in its entirety and replaced with the following:

A. The District shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease Agreement is in effect, maintain the following types and amounts of insurance with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate: \$4,000,000
- Products – Completed Operations Aggregate: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Each Occurrence: \$2,000,000
- Fire Damage (Damage to Rented Premises): \$ 100,000

The policy shall be endorsed to include the following additional insured language: "The City of Henderson shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the Property subject to this Lease Agreement."

The District may satisfy some or all of these requirements through self-insurance.

2. Property Insurance

- Coverage for District's tenant improvements: Replacement Value
- Coverage on building: Replacement Value

Property insurance shall be written on an all risk, replacement cost coverage, including coverage for flood and earth movement.

City shall be named as a loss payee on property coverage for tenant improvements.

City shall be named as a loss payee for property coverage on the building.

Policy shall contain a waiver of subrogation against City.

contract, tort or otherwise, shall be governed by and construed in accordance with Section XIII of the Lease Agreement.

5. Notices; Service of Process. All Notices shall be given, and each Party to this Amendment irrevocably consents to service of process in the manner provided for notices in VIII of the Lease Agreement, as amended herein.

6. Counterparts. The Parties may execute this Amendment in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument.

7. Further Assurances. Each Party will, whenever as reasonably requested to do so by the other Party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, any and all such further documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Amendment.

8. Survival. The provisions of this Amendment shall survive any default or excused performance by the Parties hereunder.

9. Time of Essence. Time is expressly made of the essence with respect to the performance by the Landlord and Tenant of each and every obligation and condition of this Amendment.

[Remainder of this page intentionally left blank]

[Signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, this Amendment has been executed and delivered by the City and District as of the Effective Date.

Date of City of Henderson City Council Approval: _____, 2022

CITY OF HENDERSON, NEVADA

By: _____
Richard A. Derrick
City Manager/CEO

APPROVED AS TO FORM:

ATTEST:

By: _____
Nicholas G. Vaskov CAO
City Attorney

By: _____
Jose Luis Valdez, CMC
City Clerk

APPROVED AS TO FUNDING:

APPROVED AS TO CONTENT:

By: _____
Jim McIntosh
Chief Financial Officer

By: _____
Ed McGuire
Public Works Director

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2022 by

_____ as _____ of City of
Henderson, Nevada.

(Seal, if any)

(Signature of Notarial Officer)

[Signatures and acknowledgements continue on the following page]

HENDERSON DISTRICT PUBLIC LIBRARY

By: _____
Name: _____
Its: _____

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2022 by
_____ as _____ of
Henderson District Public Library

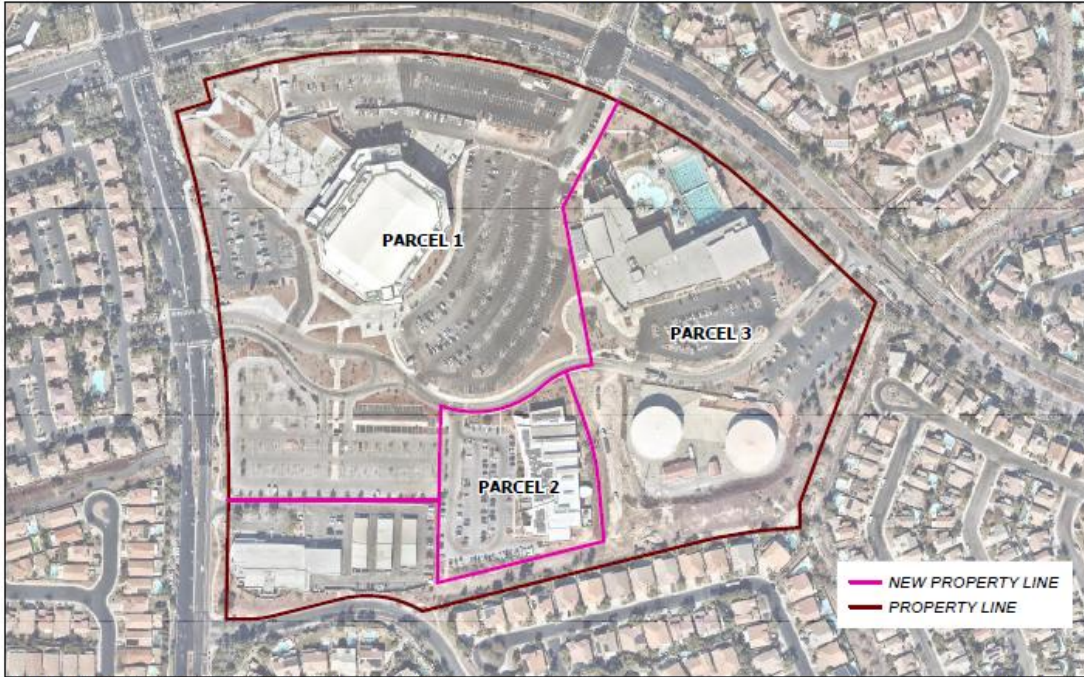
(Seal, if any)

(Signature of Notarial Officer)

EXHIBIT "A"

DEPICTION OF PREMISES

EXHIBIT A
DEPICTION OF PREMISES



FILENAME: P:\projects\public_works\ROW\2022\DL\DL_C_PROJ\DL_C_PROJ.aprx

SHEET 1 OF 1

HENDERSON
PUBLIC WORKS - GEOSPATIAL SECTION
300 WATER STREET | HENDERSON, NV 89003 | 702.251.1300
DISCLAIMER: This map is offered as a general reference guide only.
No warranty of accuracy is intended nor should any be assumed.

**NEW PROPERTY LINE
(DOLLAR LOAN CENTER)**


NOT TO SCALE

Tab name: DL_C_NewPropLine | ch6 | 5/9/2022 10:18 AM