

**FIRST AMENDMENT
TO THE
INTERLOCAL LEASE AGREEMENT
FOR THE
MARTINEZ EARLY CHILDHOOD DEVELOPMENT CENTER**

This First Amendment to Interlocal Lease Agreement (hereinafter referred to as "First Amendment") is entered into and effective for all purposes as of the 2nd day of March, 2011 by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada (hereinafter referred to as "Landlord"), and CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada (hereinafter referred to as "Tenant"). Landlord and Tenant are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the Landlord (City of Las Vegas) and Tenant (Clark County School District) entered into an Interlocal Lease Agreement dated March 23, 1998 (hereinafter referred to as "Lease"), for the lease of certain real property located at 2901 Harris Avenue, Las Vegas, NV 89101, APN# 139-25-303-015 (hereinafter referred to as "Premises") from the Landlord to Tenant subject to, and in accordance with the covenants, terms and conditions of the Lease; and

WHEREAS, the Parties agree to amend, modify or delete various sections of the Lease; and

NOW, THEREFORE, in consideration of the Premises and of the mutual promises and agreement which are hereinafter contained, foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Section 1. Property. Legal description is amended as follows:

The legal description has been amended to reflect the correct area of the Premises. Exhibit "A" to the Lease shall hereby be deleted and replaced by Exhibit "A" attached hereto and made a part hereof by this reference to this First Amendment.

2. Section 11. Indemnity. Indemnity language shall be deleted and replaced with the following:

Each party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and, to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost, or expense, financial or otherwise.

3. Section 12. Insurance. Insurance language shall be deleted and replaced with the following:

Each Party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

4. Section 18.(iv). Miscellaneous Provisions. Notices. Notices language shall hereby be amended as follows:

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All notices, demands or other writings in this Interlocal Lease Agreement provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service as certified mail, with postage prepaid, and addressed as follows:

LANDLORD: City of Las Vegas
Attn: Real Estate Administrator
333 N. Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
Office: (702) 229-1021
Fax: (702) 464-2522

TENANT: Clark County School District
Attn: Director, Real Property Management
4190 McLeod Drive 2nd Floor
Las Vegas, Nevada 89121
Office: (702) 799-5214
Fax: (702) 799-5436

The address to which any notice, demand or other writing may be given to any Party as above provided may be changed by written notice given by such Party as above provided.

5. Incorporation. Except as otherwise amended herein, all other terms and conditions of the Lease shall remain in full force and effect and Tenant hereby ratifies and confirms its obligations thereunder. Tenant represents and acknowledges that as of the date of this First Amendment, Tenant (i) is not in default under the terms of the Lease; (ii) has no defense, set off or counterclaim to the enforcement by Landlord of the terms of the Lease; and (iii) is not aware of any action or inaction by Landlord that would constitute an Event of Default by Landlord under the Lease.

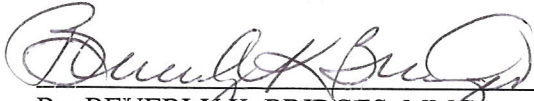
6. Counterparts; Electronic Delivery. This First Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, Tenant and Landlord have executed this First Amendment as of the day and year first written above.

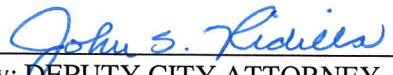
SIGNATURES ON FOLLOWING PAGE

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ATTEST:


By: BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:


By: DEPUTY CITY ATTORNEY
John S. Ridilla
Deputy City Attorney

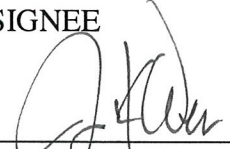
"LANDLORD"

CITY OF LAS VEGAS

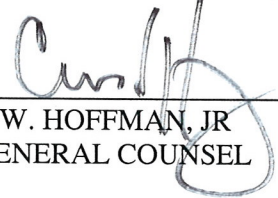

By: OSCAR B. GOODMAN
MAYOR

"TENANT"

CLARK COUNTY SCHOOL DISTRICT
SCHOOL BOARD OF TRUSTEES'
DESIGNEE


By: JEFF WEILER
CHIEF FINANCIAL OFFICER
FINANCE & OPERATIONS

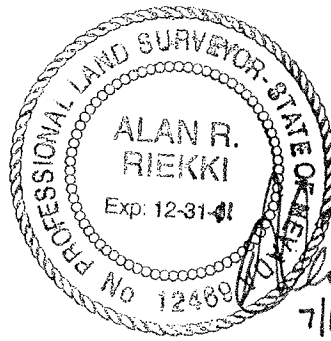
CLARK COUNTY SCHOOL DISTRICT
APPROVED AS TO FORM


By: C.W. HOFFMAN, JR
GENERAL COUNSEL
12/7/10

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EXHIBIT "A"

Legal Description Attached



JULY 8, 2010
BY: MK
PR BY: ARR
PAGE 1 OF 2

**EARLY CHILDHOOD DEVELOPMENT CENTER
REVISED LEASE AREA**

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A PORTION OF LAND GENERALLY LOCATED NORTH OF HARRIS AVENUE AND WEST OF MOJAVE ROAD, FOR LEASE PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 3 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE 16, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 3; THENCE SOUTH $89^{\circ}56'02''$ EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 241.44 FEET; THENCE SOUTH $01^{\circ}57'50''$ WEST, DEPARTING THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 24.71 FEET; THENCE SOUTH $89^{\circ}31'32''$ EAST, 7.94 FEET; THENCE SOUTH $01^{\circ}40'24''$ WEST, 311.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 3, SAME BEING THE NORTHERLY RIGHT-OF-WAY LINE OF HARRIS AVENUE; THENCE NORTH $88^{\circ}41'44''$ WEST, ALONG SAID SOUTHERLY LINE OF PARCEL 3, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 247.03 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE NORTH $01^{\circ}18'16''$ EAST, DEPARTING SAID SOUTHERLY LINE OF PARCEL 3 AND SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 331.10 FEET TO THE **POINT OF BEGINNING**. AS SHOWN ON THE **EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION**, ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 82,619 SQUARE FEET, MORE OR LESS AS DETERMINED BY
COMPUTER METHODS.

BASIS OF BEARINGS:

NORTH 01°18'16" EAST, BEING THE BEARING OF THE WESTERLY LINE OF
PARCEL 3 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY
RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE
16.

NOTE:

THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT
INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE
WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.

