

**SECOND AMENDMENT to
LEASE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
THE LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made and entered into this 18th day of May, 2011, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada ("City") and the LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, a political subdivision of the State of Nevada ("District"). City and the District are individually or collectively are referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the Parties executed a Lease Agreement dated February 19, 1986, and subsequent First Amendment on October 16, 1991 (collectively "Lease"), for the use of the Premises for a library and children's museum; and

WHEREAS, it is the mutual desire of the Parties hereto to amend said Lease as described herein;

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Parties hereby agree as follows:

1. Replace the original Exhibit A, the legal description for the Premises, with the Amended Exhibit A, attached hereto and incorporated herein by this reference. Exhibit A is a Parcel Map for recordation created pursuant to Nevada Revised Statute 278.461. The Parcel Map will create Parcels 1 and 2 for the Reed Whipple Cultural Center and the Library/Children's Museum, respectively. The Premises shall be defined as Parcel 2 as depicted on the Parcel Map.
2. In consideration of the covenants and agreements herein contained and made on the part of the Parties, the Parties have entered into an Encroachment License Agreement, attached hereto as Exhibit B and incorporated herein by this reference, to allow the District to maintain existing landscaping improvements installed by the District, pursuant to the Lease, that are now located on the Whipple site, Parcel 1 as depicted on Exhibit A.
3. The Parties represent and acknowledge that as of the date of this Second Amendment, neither Party is (i) in default under the terms of the Lease; (ii) has no defense, set off or counterclaim to the enforcement by either party of the terms of the Lease; and (iii) is not aware of any action or inaction of a Party that would constitute a default under the Lease.
4. Unless otherwise specifically defined in this Second Amendment, the defined terms used herein shall have the meaning ascribed to them in the Agreement. The Parties reaffirm the Lease and agree and acknowledge that, except as expressly amended hereby, the Lease remains in full force and effect according to its terms. In the event of a conflict between any provision(s) of the Lease and of this Second Amendment, this Second Amendment shall control.

5. Counterparts; Electronic Delivery. This Second 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, the Parties hereto have executed this Second Amendment as of the date first above written.

CITY OF LAS VEGAS

By: 
Oscar B. Goodman
Mayor

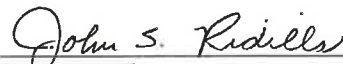
**LAS VEGAS-CLARK COUNTY
LIBRARY DISTRICT**

By: 
Jeanne Goodrich
Executive Director

ATTEST:

By: 
Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM:

By: 
John S. Ridilla
Deputy City Attorney

**SECOND AMENDMENT to
LEASE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
THE LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT**

EXHIBIT A

Parcel Map

- ### EASEMENTS
- EXISTING EASEMENTS PLOTTED HEREON
- 2-49
- (A) UTILITY EASEMENT PER FINAL MAP OF THE TOWNE ADDITION AMCHD NO. 17, P. 8
 - (B) WATER UTILITY EASEMENT PER DOC 67-30078 (1952) & DOC 68-39517 (1952) - ONLY CONVEYING EASEMENTS AND SHOWING
 - (C) WATER UTILITY AND ACCESS EASEMENT PER DOC 67-39028 (1952) & DOC 68-39517 (1952) - ONLY CONVEYING EASEMENTS AND SHOWING
 - (D) ELECTRIC UTILITY EASEMENT PER DOC 67-39028 (1952) & DOC 68-39517 (1952) - ONLY CONVEYING EASEMENTS AND SHOWING
 - (E) ELECTRIC UTILITY EASEMENT PER DOC 31-16246 (1961)
 - (F) ELECTRIC UTILITY EASEMENT PER DOC 885-84489 (1978)
 - (G) WATER UTILITY EASEMENT PER DOC 30050229-00577
 - (H) ELECTRIC UTILITY EASEMENT PER DOC 89101-00677
 - (I) DRIVEWAY, RETAINING WALL, LANDSCAPING EASEMENT PER DOC 30091228-03910

| CURVE | DELTA | RADIUS | LENGTH |
|-------|----------|----------|----------|
| C1 | 48.302° | 300.000' | 175.506' |
| C2 | 112.427° | 504.000' | 137.506' |
| C3 | 59.253° | 100.000' | 61.633' |
| C4 | 59.253° | 100.000' | 61.633' |
| C5 | 89.566° | 100.000' | 55.556' |
| C6 | 89.566° | 100.000' | 55.556' |
| C7 | 30.737° | 100.000' | 115.339' |
| C8 | 61.474° | 200.000' | 35.999' |
| C9 | 61.474° | 200.000' | 35.999' |
| C10 | 30.737° | 100.000' | 115.339' |
| C11 | 30.737° | 100.000' | 115.339' |
| C12 | 147.211° | 478.344' | 155.711' |
| C13 | 147.211° | 478.344' | 155.711' |
| C14 | 33.531° | 100.000' | 175.506' |
| C15 | 67.062° | 200.000' | 41.177' |
| C16 | 67.062° | 200.000' | 41.177' |
| C17 | 33.531° | 100.000' | 175.506' |
| C18 | 33.531° | 100.000' | 175.506' |
| C19 | 57.292° | 200.000' | 41.900' |
| C20 | 57.292° | 200.000' | 41.900' |
| C21 | 33.531° | 100.000' | 175.506' |
| C22 | 67.062° | 200.000' | 41.177' |
| C23 | 67.062° | 200.000' | 41.177' |
| C24 | 33.531° | 100.000' | 175.506' |
| C25 | 33.531° | 100.000' | 175.506' |
| C26 | 57.292° | 200.000' | 41.900' |
| C27 | 57.292° | 200.000' | 41.900' |
| C28 | 33.531° | 100.000' | 175.506' |
| C29 | 67.062° | 200.000' | 41.177' |
| C30 | 67.062° | 200.000' | 41.177' |
| C31 | 33.531° | 100.000' | 175.506' |
| C32 | 33.531° | 100.000' | 175.506' |
| C33 | 57.292° | 200.000' | 41.900' |
| C34 | 57.292° | 200.000' | 41.900' |
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| C42 | 33.531° | 100.000' | 175.506' |
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| C44 | 67.062° | 200.000' | 41.177' |
| C45 | 33.531° | 100.000' | 175.506' |
| C46 | 33.531° | 100.000' | 175.506' |
| C47 | 57.292° | 200.000' | 41.900' |
| C48 | 57.292° | 200.000' | 41.900' |
| C49 | 33.531° | 100.000' | 175.506' |
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| C74 | 33.531° | 100.000' | 175.506' |
| C75 | 57.292° | 200.000' | 41.900' |
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| C81 | 33.531° | 100.000' | 175.506' |
| C82 | 57.292° | 200.000' | 41.900' |
| C83 | 57.292° | 200.000' | 41.900' |
| C84 | 33.531° | 100.000' | 175.506' |
| C85 | 67.062° | 200.000' | 41.177' |
| C86 | 67.062° | 200.000' | 41.177' |
| C87 | 33.531° | 100.000' | 175.506' |
| C88 | 33.531° | 100.000' | 175.506' |
| C89 | 57.292° | 200.000' | 41.900' |
| C90 | 57.292° | 200.000' | 41.900' |
| C91 | 33.531° | 100.000' | 175.506' |
| C92 | 67.062° | 200.000' | 41.177' |
| C93 | 67.062° | 200.000' | 41.177' |
| C94 | 33.531° | 100.000' | 175.506' |
| C95 | 33.531° | 100.000' | 175.506' |
| C96 | 57.292° | 200.000' | 41.900' |
| C97 | 57.292° | 200.000' | 41.900' |
| C98 | 33.531° | 100.000' | 175.506' |
| C99 | 67.062° | 200.000' | 41.177' |
| C100 | 67.062° | 200.000' | 41.177' |

| LINE | BEARING | LENGTH |
|------|-------------|----------|
| L1 | N89°04'17"E | 137.811' |
| L2 | N45°56'24"E | 31.815' |
| L3 | N89°04'17"E | 137.811' |
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**SECOND AMENDMENT to
LEASE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
THE LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT**

EXHIBIT B

Encroachment License Agreement

EXHIBIT B

ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2011 ("Effective Date"), by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), and Las Vegas-Clark County Library District, a political subdivision of the State of Nevada ("District"). The City and the District are collectively referred to herein as "Parties."

RECITALS

WHEREAS, the City owns Assessor's Parcel Number 139-27-708-013, commonly known as 833 North Las Vegas Boulevard, Las Vegas, County of Clark, Nevada ("Library Parcel") and the District leases the Library Parcel from the City for the operation of the Las Vegas Library (collectively the Lease, as amended, shall be referred to herein as "Lease"); and

WHEREAS, the City owns Assessor's Parcel Number 139-27-708-016, commonly known as 821 North Las Vegas Boulevard, Las Vegas, County of Clark, Nevada ("Whipple Parcel") adjacent to the Library Parcel; and

WHEREAS, the aforementioned Library and Whipple Parcels were created by the Clark County Tax Assessor for administrative convenience and not pursuant to a recorded parcel map created in conformance with Nevada Revised Statute ("NRS") 278.461; and

WHEREAS, the City has recorded a parcel map, attached hereto as Exhibit A and incorporated herein by this reference, in accordance with NRS 278.461 to create legal parcels for the Library (Parcel 2) and Whipple (Parcel 1) sites; and

WHEREAS, the District desires to use a portion of the Parcel 1, depicted on Exhibit A, attached hereto and incorporated herein by this reference, ("Encroachment Area") to maintain existing landscaping improvements installed by the District pursuant to the Lease; and

WHEREAS, the Parties desire to enter this Agreement to evidence the consent of the City to permit the District to enter the Encroachment Area to perform landscape activities as authorized hereunder (the "Encroachment").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged by the City, and of other good and sufficient considerations, the Parties agree to the following terms, covenants and conditions.

AGREEMENT

1. Encroachment Authorized. The City hereby permits the District to enter the Encroachment Area to perform landscape activities, including without limitation, maintenance of retaining wall, gravel mulch, plants, and irrigation.

2. Nature of Permit. This Agreement shall not be deemed to transfer any real property interest of the City in and to either the Encroachment Area or Parcel 1, as depicted on Exhibit A. The rights of encroachment that are granted herein are in the nature of a license only and are subject to termination by either party as provided for in Section 4 below.

3. Use Authorized. This Agreement does not authorize any use of the Encroachment Area or the airspace thereabove, other than for the use authorized in Section 1 above.

4. Term and Termination. This Agreement shall be in full force on the Effective Date and shall remain in full force and effect so long as the District leases Parcel 2, as depicted on Exhibit A from the City, subject to the termination provision herein. At either City's or District's sole discretion and for any or no reason, either Party may terminate this Agreement at any time with thirty (30) calendar days written notice to the other Party. If the District refuses to maintain the Encroachment Area after receiving notice from the City pursuant to Section 5 below, the City shall have the right to immediately terminate this Agreement.

5. Maintenance. The District, at their own cost and expense, shall maintain the Encroachment Area in good repair and in a clean, good and safe condition at all times during the existence of this Agreement. Maintenance includes, without limitation, maintaining the original grade (including retaining wall) of the Encroachment Area; removal of weeds, trash and debris; and maintenance of plants and irrigation. In the event the District fails or refuse to maintain the Encroachment Area in a manner that is satisfactory to City and further fails or refuses to take corrective action within seven(7) calendar days after its receipt of written notice from City, City, at its option, may perform or cause to be performed any repair or maintenance on the Encroachment Area and may exercise City's termination rights pursuant to Section 4 herein.

If the District desires to make any material change to the Encroachment Area, the District shall submit a landscape plan indicating the size, type and location of any grade, planting, ground cover and irrigation changes. The City's approval of any such changes proposed by the District shall not be unreasonably delayed or conditioned.

6. Liability. 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.

7. Indemnity. 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, resulting or arising from, during, or as a result of the activities involving this Agreement. Each party agrees to protect, defend, indemnify, save and hold harmless the other party's governing board, its agents, officers, and employees harmless from any and all claims, causes of action, liability, damages or attorney fees, and any and all costs arising from their actions with respect to this Agreement whether those actions were performed by its agents, officers, employees, contractors, participants, attendees, and/or invitees.

8. Compliance with Laws and Regulations. The District further agrees that, during the existence of this Agreement, the maintenance and use of the Encroachment Area, shall conform in every respect to all current and subsequently enacted building and related statutes, ordinances, codes, orders, resolutions, rules and regulations.

9. Notices. Any notice which is required or permitted to be given under this Agreement shall be delivered in person or mailed to the parties and addresses listed below:

TO THE CITY:
City of Las Vegas
City Manager's Office
400 Stewart Avenue
Las Vegas, Nevada 89101

TO THE DISTRICT:
Las Vegas-Clark County Library District
ATTN: Jeanne Goodrich, Executive Director
7060 W. Windmill Lane
Las Vegas, Nevada 89133

WITH COPY TO:
City of Las Vegas
Real Estate & Utilities
Attn: Real Estate Superintendent
333 N. Rancho Drive, 8th Floor
Las Vegas, Nevada 89106

WITH COPY TO:
Las Vegas-Clark County Library District
ATTN: Stephen J. Rice, General
Services Director
7060 W. Windmill Lane
Las Vegas, Nevada 89133

10. Non-Binding Upon Successors. It is understood and agreed this Agreement shall not run with the land and shall not be binding upon any subsequent owner, assign and transferee of, and any successor in interest (including any heir of any such person) to the Library Property. The rights granted herein by City to the District are for the sole benefit of the District and no other subsequent owner, assign and transferee of, and any successor in interest (including any heir of any such person) to the Library Property.

11. Recordation. The Parties agree that this Agreement shall not be filed and recorded in the Office of the County Recorder of Clark County, Nevada.

12. Paragraph Headings. The paragraph headings, which appear herein, are for convenience of reference only and shall not be construed as defining, limiting or extending the scope or intent of the paragraphs to which they pertain.

13. Counterparts/Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement 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.

14. Governing Law. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. Any litigation related to this Agreement shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The Parties agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

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15. Acknowledgement. The City and the District acknowledge that they have received independent legal advice from an attorney or other competent party with respect to the advisability of entering this Agreement subject to the terms, covenants and conditions herein. The City and the District acknowledge that they have read this Agreement and understand the contents herein. The persons executing this Agreement on behalf of each party are empowered to do so and thereby bind each party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

**THE LAS VEGAS-CLARK COUNTY
LIBRARY DISTRICT**

By: _____
Jeanne Goodrich
Executive Director

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Notary Acknowledgements on Next Page

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ENCROACHMENT LICENSE AGREEMENT

EXHIBIT A

Parcel Map

