

## FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT ("*First Amendment*") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("*Landlord*") and the GIRL SCOUTS OF SOUTHERN NEVADA, a Nevada non-profit corporation ("*Tenant*"). The Landlord and Tenant are individually or collectively referred herein as "*Party*" or "*Parties*."

### RECITALS

WHEREAS, the Las Vegas City Council approved and the Mayor executed a Ground Lease Agreement ("*Lease*") dated March 16, 2011 between the Landlord and Tenant for the use of approximately 6,608 square feet of vacant land to construct a single story multi-purpose building and related infrastructure to accommodate events, storage space and the parking of vehicles ("*Property*") known as a portion of Assessor's Parcel Number 139-25-303-014; and

WHEREAS, Tenant desires to change the use of the Property for a parking lot only; and

WHEREAS, it is the mutual desire of the Parties hereto to amend the Lease.

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

### AGREEMENT

1. The Recitals set forth above are incorporated by reference as if fully set forth herein.
2. Section 4.1 of the Lease is amended as follows:

#### **4.1 GIRL SCOUTS COVENANT TO CONSTRUCT PARKING LOT IMPROVEMENTS.**

The conveyance of the Property to Tenant is predicated upon the promise of Tenant to commence construction of a parking lot on the Property within thirty-six (36) months of execution of this First Amendment. If tenant fails to commence construction of the parking lot within the thirty-six (36) months, Tenant shall be declared in non-compliance with the terms of this Lease, this Lease shall be deemed null and void without the necessity of further action by Landlord.

3. 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.
4. In the event of a conflict between any provision(s) of the Lease and of this First Amendment, the First Amendment shall control.
5. All capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Lease.
6. In all other respects, the Lease is hereby ratified and confirmed, in full.
7. Counterparts. 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.

*[Signatures on Next Page]*

**FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN THE CITY OF LAS VEGAS  
AND THE GIRL SCOUTS OF SOUTHERN NEVADA**  
Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date first above written.

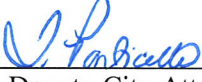
**CITY OF LAS VEGAS**  
"City"

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

ATTEST:

By: \_\_\_\_\_  
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

By:  4/1/14  
Deputy City Attorney Date

**GIRL SCOUTS OF SOUTHERN NEVADA**  
"Tenant"

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

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

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

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**CITY OF LAS VEGAS**  
"City"

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

ATTEST:

By: \_\_\_\_\_  
Beverly K. Bridge, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 2/10/14  
Deputy City Attorney Date

John S. Ridilla  
Deputy City Attorney

**GIRL SCOUTS OF SOUTHERN NEVADA**  
"Tenant"

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

Name: Liz Ortenburger

Title: CEO