

FOURTH AMENDMENT TO PARKING LEASE AGREEMENT

THIS FOURTH AMENDMENT TO PARKING LEASE AGREEMENT (this “Fourth Amendment”) is made as of the ____ day of _____, 2024 (the “Effective Date”) by and between 110 8th Street, LLC, a Nevada limited liability company (“Landlord”), and the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada (“Tenant”). Landlord and Tenant are individually referred to herein as a “Party” and collectively referred to herein as “Parties”.

RECITALS

WHEREAS, the Parties entered into that Parking Lease Agreement dated January 7, 2015 (“Lease”), whereby Landlord leased to Tenant that certain real property commonly known as the Downtowner Parking Lot, Las Vegas, Nevada, as more particularly identified as Clark County Assessor’s Parcel Number 139-34-612-030 and 139-34-612-031, for the operation by Tenant of a paid parking lot, as amended by that certain Amendment to Parking Lease Agreement dated December 6, 2017, and further amended by that certain Second Amendment to Parking Lease Agreement dated September 19, 2029 and Third Amendment to Parking Lease Agreement dated March 17, 2021 referred to collectively as (“Amendment”).

WHEREAS, the Parties desire to extend the term of the Lease and enter into this Fourth Amendment in order to grant an extension of time.

NOW, THEREFORE, the Parties do hereby agree to amend the Lease as follows:

1. The Parties agree that the term of the Lease is hereby extended on a month-to-month basis.
2. The Parties agree that Section 2.01(b) is hereby deleted in its entirety and replaced as follows; either Party shall have the right to terminate this Lease upon thirty (30) days prior written notice.
3. The Parties agree that except as provided in this Fourth Amendment, the Lease shall remain in full force and effect.

4. This Fourth Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Amendment. Delivery of this Fourth Amendment may be accomplished by electronic transmission. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Fourth Amendment.

5. As required by Resolution R-105-99 adopted by the City Council effective October 1, 1999, Landlord warrants that it has disclosed, on the form attached hereto as Exhibit A, the identity of all persons and entities holding more than a one percent (1%) interest in Landlord, if any, as of the Effective Date of this Fourth Amendment. Through the term of the Lease, Landlord shall notify Tenant in writing of any material change in the above disclosure within fifteen (15) calendar days of any such change.

TENANT:


CITY OF LAS VEGAS NEVADA, a
political subdivision of the State of Nevada

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:



Crislove A. Igeleke
Deputy City Attorney

Fourth Amendment to Parking Lease Agreement

LANDLORD:

110 8th Street, LLC, a Nevada
limited liability company

By: DTP Mgmt, LLC, a Nevada limited
liability company, its Manager

By: _____
Mark Carlson, VP of Operations

Council Meeting _____
Item # _____

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EXHIBIT A

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 <u>Contracting Entity</u>	Block 2 <u>Description</u>
Name 110 8 th STREET, LLC	Fourth Amendment to Parking Lease Agreement
Address PO Box 7516, LV, NV 89145	
Telephone	
EIN or DUNS 46-1278754	RFP#
Block 3 <u>Type of Business</u>	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	DTP RE, LLC MANAGER	P.O. Box 7511 Las Vegas, NV 89125	702-355-9579
2.	DTP MGMT, LLC MANAGER	P.O. Box 7511 Las Vegas, NV 89125	702-355-9579
3.	MARK CARLSON VP OF OPERATIONS	P.O. Box 7511 Las Vegas, NV 89125	702-355-9579
4.			
5.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name Heidi Hagedorn
Date 1.30.2024

Subscribed and sworn to before me this 30 day of

January, 2024

Heidi Hagedorn Notary Public

