

## **AMENDMENT TO PARKING LEASE AGREEMENT**

This Amendment to Parking Lease Agreement (this "Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between SIENA XII HOLDING LIMITED PARTNERSHIP, a Nevada limited partnership ("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 have entered into that certain Parking Lease Agreement dated January 20, 2022 ("Lease"), whereby Landlord leased to Tenant that certain real property commonly known as 201 E. Utah Avenue, Las Vegas, Nevada, as more particularly identified as Clark County Assessor's Parcel Number 162-03-201-003, for the operation by Tenant of a paid parking lot ("Parking Lot") and;

**WHEREAS**, the Parties desire to enter into this Amendment in order to incorporate an additional Parcel located at 1405 S. Casino Center Boulevard, Las Vegas, Nevada, as more particularly identified as Clark County Assessor's Parcel Number 162-03-210-050 as set forth on Exhibit "A" attached hereto and hereby made a part of this Amendment ("Additional Parcel").

**WHEREAS**, the Parties mutually desire to incorporate the Additional Parcel into the Lease and agree that capitalized terms not otherwise defined in this Amendment shall have their meanings as set forth in the Lease..

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

1. The Parties agree that the Additional Parcel, Clark County Assessor's Parcel Number 162-03-210-050 is hereby incorporated into the Lease, and that the term "Premises" shall refer to the Site (as defined in the Lease), the Additional Parcel, and any improvements constructed by Landlord at the Additional Parcel or the Site.

2. Tenant and Landlord further agree that Tenant shall construct at Tenant's sole cost and expense an extension ("Extension") to the Parking Lot in accordance with all current building regulations. The cost of the Extension construction is fifty thousand dollars and no cents (\$50,000.00). In the event the Lease is terminated for any reason prior to the expiration of the Lease Term, including, without limitation, the exercise by Landlord of Landlord's early termination right under Section 2.01(b) of the Lease, Landlord shall reimburse Tenant for the unamortized amount of \$50,000.00 of the costs of constructing the Extension. The \$50,000.00 shall be amortized, without interest, at completion of the Extension construction in as many equal monthly payments as there are full calendar months then left on the Lease Term. Tenant agrees that upon expiration of the Term, Landlord shall not be required to reimburse Tenant for any costs of the construction of the Extension and the Extension improvements shall belong to Landlord. Upon completion of construction of the Extension, Tenant shall provide Landlord within thirty (30) days of completion of construction with evidence certified by Tenant of amounts spent by Tenant in constructing the Extension. The obligations in Section 6.02 of the Lease shall also apply to the Additional Parcel.
3. The Parties agree that except as provided in this Amendment, the Lease shall remain in full force and effect.
4. This 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 Second Amendment. Delivery of this Second 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 Second Amendment.
5. Pursuant to 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 B, all principals, including partners or members, of Landlord, as well as all persons and entities holding more than one percent (1%) interest in Landlord or any principal, partner or member of Landlord. Landlord shall provide Tenant with written

notification of any material change in the above disclosure within ten (10) days of any such change.

Signatures in Next Page

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

TENANT:

LANDLORD:

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

SIENA XII HOLDING LIMITED PARTNERSHIP, a Nevada limited partnership

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

By: \_\_\_\_\_  
Mitchell Ogron, Manager

Attest:

\_\_\_\_\_  
LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

*Crislove Igeleke*  
\_\_\_\_\_  
Deputy City Attorney  
Crislove Igeleke

CAO  
CAI  
APPROVED

AMENDMENT TO PARKING  
LEASE AGREEMENT

Council Meeting  
ITEM # \_\_\_\_\_

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TENANT:

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

By:   
Mitchell Ogron, Manager

Attest:

\_\_\_\_\_  
LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

AMENDMENT TO PARKING  
LEASE AGREEMENT

Council Meeting  
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EXHIBIT "A"

Site Map



**EXHIBIT "B"**  
**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.

**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.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS  
(CONTINUED)**

|                |   |
|----------------|---|
| <b>Block 1</b> | <b>Contracting Entity</b>                           |
| Name:          | Siena XII Holding LP                                |
| Address:       | 10655 Park Run Dr, Suite<br>160 Las Vegas, NV 89144 |
| Telephone:     | 702-596-5611  |
| EIN or DUNS:   | 82-2470986  |

|                                       |                    |
|---------------------------------------|--------------------|
| <b>Block 2</b>                        | <b>Description</b> |
| Subject Matter of Contract/Agreement: |                    |
| Amendment to Parking Lease Agreement  |                    |
| RFP #:                                |                    |

|                           |   |
|---------------------------|---|
| <b>Block 3</b>            | <b>Type of Business</b>                         |
| Individual                | <input checked="" type="checkbox"/> Partnership |
| Limited Liability Company | Corporation                                     |

**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.  | Mitchell Ogron  | 10655 Park Run Dr, Suite 160 Las Vegas, NV 89144 | 702-596-5611   |
| 2.  | Melissa Ogron   | 10655 Park Run Dr, Suite 160 Las Vegas, NV 89144 | 702-596-5611   |
| 3.  |                 |  |                |
| 4.  |                 |  |                |
| 5.  |                 |  |                |
| 6.  |                 |  |                |
| 7.  |                 |  |                |
| 8.  |                 |  |                |
| 9.  |                 |  |                |
| 10. |                 |  |                |

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: \_\_\_\_\_

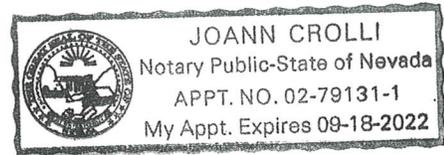
Date of Attached Document: \_\_\_\_\_

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.

[Signature]  
Name  
7/13/2022  
Date

Subscribed and sworn to before me this 13 day  
of July, 2022.



[Signature]  
Notary Public