

RECORDING REQUESTED BY:

Teresa Gardner, City Clerk  
City of Sparks  
431 Prater Way  
Sparks, NV 89431

PARKING AGREEMENT

AMENDMENT NO. 1

DATED as of \_\_\_\_\_, 2017

RECITALS

A. A "Parking Agreement" (the "Agreement") was entered into on October 10, 2016 between the **SPARKS REDEVELOPMENT AGENCY** ("Agency"), the **CITY OF SPARKS** ("City"), and **SYUFY ENTERPRISES**, a California limited partnership ("Syufy"). Pursuant to the Agreement the City agreed to continue to provide free parking, subject to certain limitations, in the City owned parking facility ("Parking Structure") located adjacent to Syufy's movie theatre property ("Theatre") to Syufy and its tenants and customers that may utilize the Parking Structure.

B. Galaxy Theatres, Syufy's tenant for the Theatre ("Galaxy"), has experienced substantial delays in their renovations to the Theatre that will likely cause the Theatre's re-opening to occur after the December 31, 2017 deadline set in the Agreement.

C. Syufy has requested an extension of the theater re-opening deadline in the Agreement.

D. To facilitate access for its tenants and customers, Syufy and Galaxy have requested approval from the City to install a direct entrance between the Theatre and the Parking Structure.

E. The parties desire to amend the terms of the Agreement to provide additional time for renovation and re-opening of the Theatre and to permit Syufy or Galaxy to install an entrance between the Theatre and the Parking Structure.

NOW THEREFORE, the parties agree as follows:

¶A.1.A Term of Agreement. The Agreement is hereby changed in Section 2 (Term) to change the date by which the Theatre must be open for public operation to September 30, 2018 and extend the automatic termination date to October 1, 2018.

¶A.1.B Entrance Between the Theatre and Parking Structure. The City hereby grants Syufy or Galaxy the right to construct, at their sole expense, an entrance in the western exterior wall of the Parking Structure. The entrance will provide pedestrians direct access

between the Theatre and the Parking Structure, except that the City shall have the right to approve the design of and deny any entrance or other access that, in the sole determination of the City, will result in an unreasonable risk of danger to public health or safety. Syufy's or Galaxy's right to maintain an entrance between the Theatre and the Parking Structure shall run with the Term of the Agreement, as specified in Section 2 (Term) and modified by this Amendment No. 1.

¶A.1.C Indemnifications. The Agreement is hereby changed to add the following as Section 10 (Indemnifications).

10.A. By Syufy. Syufy, its tenant, or a related party shall not use or occupy the Parking Structure for any unlawful or illegal business use or purpose or in a manner to constitute a nuisance of any kind and shall not suffer or permit any waste upon the Parking Structure. To the fullest extent permitted by law, Syufy shall indemnify, hold harmless and defend (or cause its tenant or a related party to indemnify, hold harmless and defend) the indemnified parties from and against all liability to the extent caused by the negligent act or omission or willful misconduct of Syufy or its tenant, or a related party, arising out of the use of the Parking Structure. "Indemnified parties" includes, without limitation, the other parties to this Agreement.

10.B By City. To the fullest extent provided by law, and subject to the conditions, limitations and immunities contained in NRS 41.0305 through NRS 41.039, as amended from time to time, City shall indemnify, hold harmless and defend the indemnified parties from and against all liability to the extent caused by the negligent act or omission or willful misconduct of the City or a related party in the performance of its obligations hereunder. "Indemnified parties" includes Syufy, its tenant, and their related parties. This indemnification by the City does not apply to any legislative or administrative discretionary acts or decisions in connection with the exercise of police powers or regulatory powers over land use planning and public works projects.

10.C. Definitions. "Liability" means all third party claims, actions, damages, losses, judgments, injuries, costs and expenses, including but not limited to attorneys' fees and costs, including those related to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (including the loss of use resulting therefrom) and other economic damages. A "related party" includes all officers, employees, agents, contractors and subcontractors of the party who are acting within the scope of their assigned and lawful duties, as well as anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.D. Limitations and Conditions. The current laws of Nevada limiting liability due to comparative or contributory negligence shall apply. The obligations of each indemnifying party hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. The indemnification shall not be diminished or limited in any way to the total limits of insurance required in this contract or otherwise available to the indemnifying party. If the liability is asserted by an employee of an indemnifying party, the indemnification

herein is not limited to damages, compensation or benefits payable by or for the indemnifying party under worker's compensation acts, disability benefit acts or other employee benefit acts. Each indemnifying party shall be permitted to participate, if it chooses, in the defense of any action claiming liability, even if the indemnified party is indemnified hereunder. Either party may set off any of its rights under this subsection against any consideration it provides under this agreement. The obligations to indemnify and save harmless herein survive the expiration or termination of this Agreement with respect to any act or omission which occurred before expiration or early termination.

**WHEREOF**, the parties have executed this Agreement to be effective as of the Effective Date.

[Signature pages to follow.]

**CITY**

CITY OF SPARKS,  
a municipal corporation

By: \_\_\_\_\_  
Name: Geno Martini  
Title: Mayor  
Date: \_\_\_\_\_, 2017

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Teresa Gardner  
Title: City Clerk  
Date: \_\_\_\_\_, 2017

Attest: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_, 2017

**AGENCY**

THE SPARKS REDEVELOPMENT AGENCY,  
a municipal corporation

By: \_\_\_\_\_  
Name: Charlene Bybee  
Title: Chair  
Date: \_\_\_\_\_, 2017

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Teresa Gardner  
Title: Agency Secretary  
Date: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_, 2017

**SYUFY**

SYUFY ENTERPRISES,  
a California limited partnership,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2017