

**AMENDMENT NO. 2**  
**TO**  
**GROUND LEASE AGREEMENT**  
London Bridge Plaza Parking Lot

This Amendment No. 2 to the Ground Lease Agreement dated September 23, 2008, (“Agreement”) is made an entered into on \_\_\_\_\_, 2024, by and between Lake Havasu City, an Arizona municipal corporation (“Lessor”) and London Bridge Plaza, Inc., (“Lessee”). The parties agree as follows:

**Recitals:** Lessor and Lessee entered into the Agreement for the use of City-owned property, which was amended by Amendment No. 1 on May 13, 2009. In 2023, Lessor adopted Mobile Food Vendor regulations and the parties hereby revise the Agreement to incorporate the Mobile Food Vendor regulations.

1. **Amendment.** Section 13, Compliance with Laws, subsections a, d, and e of the Agreement are revised as follows:

13. **Compliance with Laws**

(a) Lessee shall be fully responsible for compliance with all statutes, ordinances, codes, regulations, rules, court decrees or laws applicable to it in conjunction with use of the subject premises including but not limited to zoning and building codes and environmental laws.

(d) Lessee shall determine State transaction privilege license and Lake Havasu City business registration status, and shall keep record of the numbers assigned to each such document for all swap meet/sales event participants hereinafter described. Lessee shall verify that all swap meet/sales event participants are properly licensed before each event and notify participants that the City has the authority to verify participant licensing and compliance during and/or after each swap meet/sales event. No person so described shall be permitted to sell tangible personal property or food at the swap meet/sales event unless such person displays a valid transaction privilege license and Lake Havasu City business registration (or the successor instrument to either). These provisions shall apply to the following sellers at the swap meet/sales event:

- (i) Sellers who display, sell or offer to sell new items of tangible personal property;
- (ii) Sellers who display, sell, or offer to sell merchandise on extended contract with Lessee; and
- (iii) Food vendors.

These provisions shall not apply to participants who qualify for an exemption under Lake Havasu City Municipal Code § 3.01-100 definition of “Casual

Activity or Sale” meaning a transaction of an isolated nature made by a person who neither represents himself to be nor is engaged in a business subject to a tax imposed by the chapter. However, no sale, rental, license for use, or lease transaction concerning real property nor any activity entered into by a business taxable by the chapter shall be treated, or be exempt, as casual. The definition shall include sales of used capital assets, provided that the volume and frequency of such sales do not indicate that the seller regularly engages in selling such property.

(e) Lessee shall verify that all food vendors have contacted the Mohave County Health Department for inspection and license. All food vendors are required to have a code compliant hood fire extinguishing system per the International Fire Code for cooking with grease laden vapors. All vendors are subject to inspection by the Lake Havasu City Fire Department. Lessee shall verify that all mobile food vendors have complied with City Code Chapter 5.24, Mobile Food Vendors.

2. **Reaffirmation.** All other terms and conditions of the Agreement and Amendment No. 1 to the Agreement not revised or restated by this Amendment No. 2 shall remain in full force and effect and shall be considered reaffirmed by the execution of this Amendment No. 2.
3. **Signatures.**

**Lake Havasu City:**

\_\_\_\_\_  
Cal Sheehy, Mayor

Approved as to Form:

Attest:

  
\_\_\_\_\_  
Kelly Garry, City Attorney

\_\_\_\_\_  
Kelly Williams, City Clerk

**London Bridge Plaza, Inc.:**

  
\_\_\_\_\_

By: *Thomas Otero (President)*

Its: