

# **Disposition and Development Agreement**

## **Between City of Las Vegas**

## **& The International Church of Las Vegas**

This Disposition and Development Agreement "DDA" is made and entered into this 9<sup>th</sup> day of January, 2008, between the City of Las Vegas, a municipal corporation with the State of Nevada ("CITY") and The International Church of Las Vegas, a nonprofit organization (referenced as "ICLV").

### WITNESSETH:

WHEREAS, the CITY is a governmental entity, which leases from the Bureau of Land Management (BLM) the real property located at Cliff Shadows Parkway and Novat Street, Las Vegas, Nevada, referred to as the "Property"; and

WHEREAS, the CITY leases the Property from the BLM through Recreation and Public Purpose Lease serial number N-75746 which was entered into on May 21, 2007, and which expires on May 20, 2032; and

WHEREAS, ICLV desires to develop and maintain a portion of the Property; and

WHEREAS, the CITY has agreed to enter into this DDA subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Property shall mean and include 4.057 acres of BLM leased land identified as a portion of parcel number's 137-12-401-001 and 137-12-401-037 as depicted in Exhibit "A".
2. Design and construction of the Property will be provided by ICLV in the areas designated in Exhibit "A" as "Parcel I, II and III (Parcels), at its sole cost and expense.
3. ICLV shall provide a site plan for the Parcels to CLV for approval.
4. The site plan for the Parcels will be incorporated into the CITY's plan of development for the Property, to be submitted to BLM for approval.
5. ICLV will be responsible for installing all utilities necessary to service the Parcels.

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6. By way of this DDA, the CITY grants ICLV the right to enter the Property to carry out the terms of the DDA. Any damage to the Property resulting from ICLV's use shall be repaired at ICLV's expense.
7. ICLV shall obtain all permits required for construction. ICLV shall also submit construction drawings to the CITY.
8. Once construction of the Parcels is complete, ICLV shall assume maintenance of the Property.
9. By way of this DDA, the CITY grants ICLV the right to use the Parcels for overflow parking and for recreational purposes associated with their organization. However, the CITY does not in any way guarantee exclusive use of the SITE as it is a public facility and open to public use.
10. Unless earlier terminated, in accordance with the provisions hereof, this DDA and the authorization provided herein shall remain in full force and effect as of the date of approval (which date shall be inserted in the first paragraph of this DDA) by the governing body of the City and execution by ICLV and for a period of Thirty Six months thereafter ("Term"). This DDA may be extended by mutual agreement for a period negotiated by the Parties.
11. This DDA is contingent upon the approval of ICLV to prove ability to construct upon their adjacent property. If ICLV cannot prove ability to construct within 36 months from the date of this DDA, this DDA shall be deemed null and void without the necessity of further documentation and shall be deemed to be of no binding effect whatsoever.
12. Upon the approval of ICLV to prove ability to construct upon their adjacent property within 36 months, this agreement shall be extended to May 20, 2032 to run concurrent with the CITY's BLM R&PP Lease N-75746.
13. ICLV may, at any time following the execution of this agreement, make application to the BLM to acquire these parcels by way of R&PP lease-purchase provisions for non-profits or by way of modified sale as adjacent landowner to the parcels identified in Exhibit "A". By this agreement, CITY states that they will cooperate with ICLV in its efforts to purchase these parcels and relinquish any rights they may have in the parcels in favor of acquisition by ICLV.
14. ICLV shall show clear ability to perform in an expedient manner to construct on Property.

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15. Each party shall have the right to terminate this DDA immediately upon written notice to the other party if: (i) the other party breaches any term of this DDA, which the other party has failed to cure within thirty (30) days after the breaching party's receipt of written notice of such breach; or (ii) both parties mutually agree upon such termination of this DDA.
16. Indemnity. Each party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and, to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost, or expense, financial or otherwise, resulting or arising from, during, or as a result of any negligent or intentional action or inaction, error, and/or omission of its group members, agents, employees, volunteers, and/or activity participants in the activities involving this DDA. In addition, each agency shall defend the other party, its governing board, individual members thereof, and/or all employees and assume all costs, expenses, and liabilities of any nature to which the owner party may be subjected as a result of any claim, demand, action, or cause of action arising out of the activities involving this DDA.
17. General Liability. Each party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.
18. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To ICLV:

Ron Portaro  
7958 Lookout Rock Circle.  
Las Vegas, Nevada 89129  
Attn: Ron Portaro  
(702) 610-1919      phone  
(702) 395-8707      fax

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International Church of Las Vegas  
8100 Westcliff Dr.  
Las Vegas, Nevada 89145  
Attn: Michael Bradanini  
(702) 242-2273      phone  
(702) 242-5316      fax

To CITY:

City of Las Vegas  
Real Estate & Utilities  
400 Stewart Avenue, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
Attn: Real Estate Administrator  
(702) 229-1022 phone  
(702) 464-2522 fax

20. Modification or Amendments. No amendment, change or modification of this DDA shall be valid unless in writing and signed by both parties.

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IN WITNESS WHEREOF, the City and ICLV have executed this DDA as of the date set forth above.

CITY OF LAS VEGAS

By:   
OSCAR B. GOODMAN, Mayor


ATTEST:

  
BEVERLY K. BRIDGES CMC, City Clerk

APPROVED AS TO FORM:

 12/5/07  
DEPUTY CITY ATTORNEY Date

INTERNATIONAL CHURCH  
OF LAS VEGAS

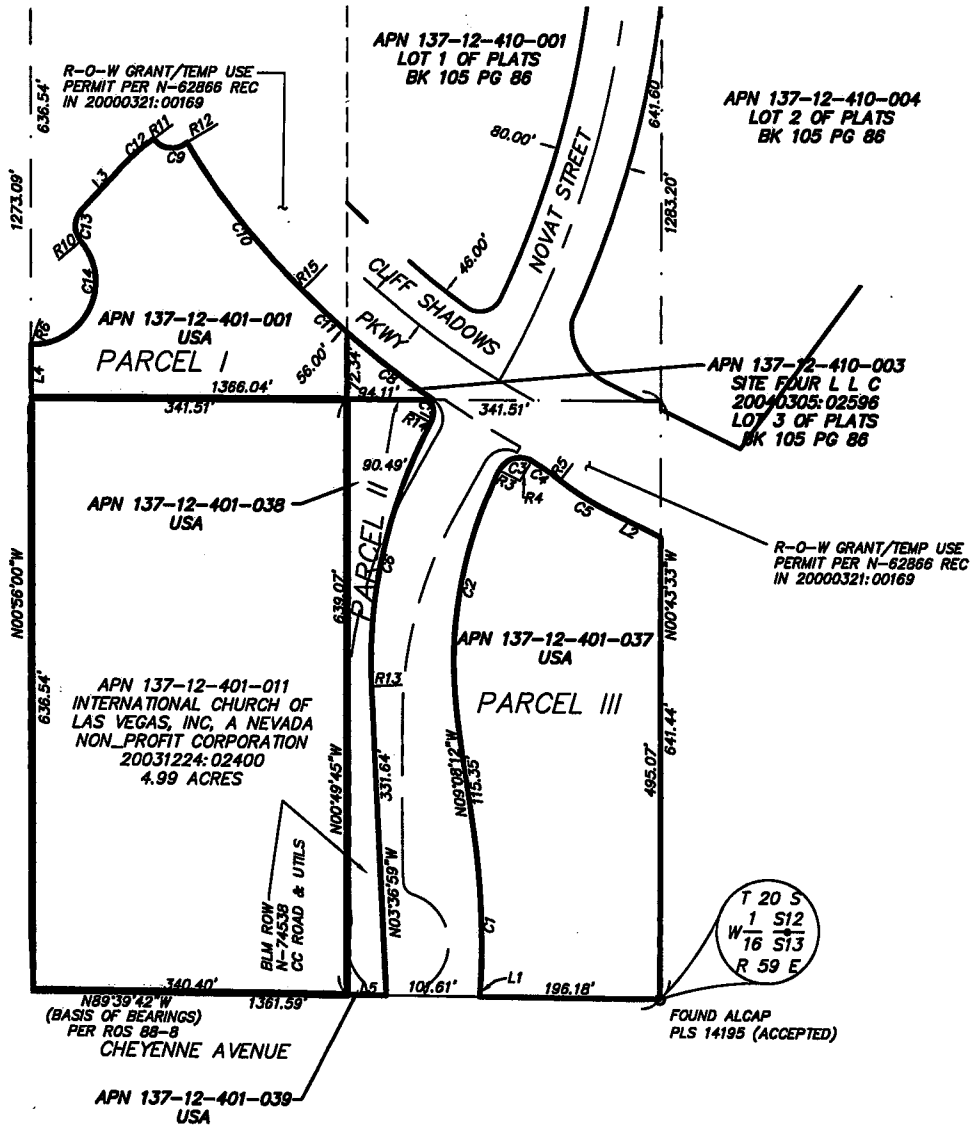
By: 

ATTEST:



# Exhibit "A"

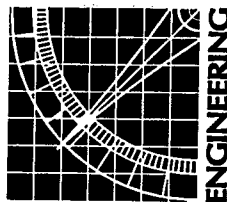
TOTAL AREA OF THREE REMNANT PARCELS =  
4.57 ACRES, MORE OR LESS



**REMNANT PARCELS**

1"=200'  
ICLV

I: \LDD\_PROJ\050915S-ICLV-BNDY.DWG



**SOUTHWEST**

LAND PLANNING • MAPPING • DEVELOPMENT

3610 North Rancho Drive  
Las Vegas, Nevada 89130  
Telephone: (702) 648-9700  
fax: (702) 648-4143

**EXHIBIT A-1  
REMNANT PARCELS  
PARCEL I DESCRIPTION  
INTERNATIONAL CHURCH OF LAS VEGAS  
SWE REF. NO. 050915**

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SITUATE IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE SIXTEENTH (W1/16) CORNER ON THE SOUTH LINE OF SAID SECTION 12, THENCE NORTH 89°39'42" WEST 340.38 FEET ALONG THE SOUTH LINE OF SAID SECTION 12; THENCE DEPARTING SAID SOUTH SECTION LINE NORTH 00°49'45" WEST 639.07 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89°39'42" WEST 341.51 FEET; THENCE NORTH 00°56'00" WEST 57.13 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 67.50 FEET; THENCE FROM A RADIAL BEARING SOUTH 00°43'05" WEST NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 155.45 FEET THROUGH A CENTRAL ANGLE OF 131°56'54" TO A REVERSE CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 83°19'22"; THENCE NORTH 42°05'33" EAST 66.40 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT 42.41 FEET THROUGH A CENTRAL ANGLE OF 13°53'07" TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE FROM A RADIAL BEARING SOUTH 58°32'09" WEST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 41.04 FEET THROUGH A CENTRAL ANGLE OF 94°04'22" TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 750.00 FEET; THENCE FROM A RADIAL BEARING SOUTH 58°50'05" WEST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 202.96 FEET THROUGH A CENTRAL ANGLE OF 15°30'18" TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1156.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 67.32 FEET THROUGH A CENTRAL ANGLE OF 3°53'37" TO THE NORTHERLY CORNER OF LOT 3 OF PLATS, BOOK 105, PAGE 86, CLARK COUNTY OFFICIAL RECORDS; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 3 SOUTH 00°49'45" EAST 72.34 FEET TO **THE POINT OF BEGINNING**.

CONTAINS 1.37 ACRES, MORE OR LESS

**BASIS OF BEARINGS**

NORTH 89°39'42" WEST BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA. AS SHOWN BY MAP IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN FILE 88 OF SURVEYS PAGE 08, (SHEET 15 OF 17).

PREPARED BY:  
JAYNE E. LEAVITT, P.L.S.  
ACTING AS AN AGENT FOR  
SOUTHWEST ENGINEERING  
3610 N. RANCHO DR.  
LAS VEGAS NV 89130  
702-648-9700 X245

**EXHIBIT A-2  
REMNANT PARCELS  
PARCEL II DESCRIPTION  
INTERNATIONAL CHURCH OF LAS VEGAS  
SWE REF. NO. 050915**

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SITUATE IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE SIXTEENTH (W1/16) CORNER ON THE SOUTH LINE OF SAID SECTION 12 TOWNSHIP 20 SOUTH, RANGE 59 EAST, NORTH 89°39'42" WEST 297.79 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID SOUTH SECTION LINE NORTH 03°36'59" WEST 331.64 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 543.00 FEET; THENCE FROM A RADIAL BEARING SOUTH 86°33'22" WEST NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT 293.59 FEET THROUGH A CENTRAL ANGLE OF 30°58'43" TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET; THENCE FROM A RADIAL BEARING SOUTH 62°27'55" EAST NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT 25.94 FEET THROUGH A CENTRAL ANGLE OF 59°27'20"; THENCE SOUTH 89°54'37" WEST 90.49 FEET; THENCE SOUTH 00°49'45" EAST 639.07 FEET; THENCE SOUTH 89°39'42" EAST 42.59 FEET TO **THE POINT OF BEGINNING**.

CONTAINS 26,562 SF, MORE OR LESS

**BASIS OF BEARINGS**

NORTH 89°39'42" WEST BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA. AS SHOWN BY MAP IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN FILE 88 OF SURVEYS PAGE 08, (SHEET 15 OF 17).

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**EXHIBIT A-3  
REMNANT PARCELS  
PARCEL III DESCRIPTION**

**INTERNATIONAL CHURCH OF LAS VEGAS  
SWE REF. NO. 050915**

SITUATE IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE WEST ONE SIXTEENTH (W1/16) CORNER ON THE SOUTHERLY LINE OF SAID SECTION 12 TOWNSHIP 20 SOUTH, RANGE 59 EAST, THENCE NORTH 89°39'42" WEST 196.18 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE NORTH 03°11'31" EAST 8.70 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 843.00 FEET; THENCE NORTHWESTERLY ALONG ARC OF SAID CURVE TO THE LEFT 170.28 FEET THROUGH A CENTRAL ANGLE OF 11°34'24"; THENCE NORTH 09°08'12" WEST 115.35 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 453.00 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE TO THE RIGHT 279.76 FEET THROUGH A CENTRAL ANGLE OF 35°23'04" TO A COMPOUND CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE FROM A RADIAL BEARING OF NORTH 63°45'08" WEST NORTHEASTERLY ALONG ARC OF SAID CURVE TO THE RIGHT 40.98 FEET THROUGH A CENTRAL ANGLE OF 93°55'45" TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 295.00 FEET; THENCE FROM A RADIAL BEARING OF NORTH 30°10'37" EAST SOUTHEASTERLY ALONG ARC OF SAID CURVE TO THE LEFT 37.36 FEET THROUGH A CENTRAL ANGLE OF 07°15'22" TO A REVERSE CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 305.00 FEET; THENCE FROM A RADIAL BEARING OF SOUTH 37°26'00" WEST SOUTHEASTERLY ALONG ARC OF SAID CURVE TO THE LEFT 62.71 FEET THROUGH A CENTRAL ANGLE OF 11°46'49"; THENCE SOUTH 64°20'49" EAST 63.63 FEET TO THE WEST SIXTEENTH LINE OF SAID SECTION 12; THENCE ALONG SAID SIXTEENTH LINE SOUTH 00°43'33" EAST 495.07 FEET TO **THE POINT OF BEGINNING.**

CONTAINS 2.59 ACRES, MORE OR LESS

**BASIS OF BEARINGS**

NORTH 89°39'42" WEST BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA. AS SHOWN BY MAP IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN FILE 88 OF SURVEYS PAGE 08, (SHEET 15 OF 17).

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