

Shared Parking Agreement

Between City of Las Vegas

& The International Church of Las Vegas

This Shared Parking Agreement "AGREEMENT" is made and entered into this 12th day of November, 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), through Recreation and Public Purpose Lease serial number N-75746 the real property located at Cliff Shadows Parkway and Novat Street, Las Vegas, Nevada, referred to as the "Property"; and

WHEREAS, ICLV desires to use a portion of the Property for parking purposes; and

WHEREAS, the CITY has agreed to enter into this Agreement 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 137-12-401-040 as depicted in Exhibit "A".
2. The CITY grants ICLV the right to use the Parcels for shared parking. However, the CITY does not in any way guarantee exclusive use of the Property as it is a public facility and open to public use.
3. The CITY shall pursue obtaining a patent on the Property from the BLM once substantial development has been completed.
4. ICLV shall maintain the property in good order. Any damage to the Property resulting from ICLV's use shall be repaired at ICLV's expense in a timely manner.
5. Each party shall have the right to terminate this Agreement immediately upon written notice to the other party if: (i) the other party breaches any term of this Agreement, 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 Agreement; or the Property should at any time revert back to the BLM.

6. The term of this Agreement shall be for 30 years from the date of execution with one renewal option for 20 years.
7. 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 Agreement. 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 Agreement.
8. 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.
9. 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

With Copy to:

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, 4th Floor
Las Vegas, Nevada 89101
Attn: Real Estate Administrator
(702) 229-1022 phone
(702) 464-2522 fax

10. Assignment and Subletting. ICLV shall not assign or encumber its interest in this Agreement or in the Property or sublease all or any part of the Property without the written consent of the CITY.

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

12. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, ICLV warrants that it has disclosed that on the form attached as Exhibit "B," all principals and partners of ICLV, as well as all persons and entities holding more than a one percent (1%) interest in ICLV or any principal of ICLV. Throughout the term hereof, ICLV shall notify the CITY in writing of any material change in the above disclosure within 15 days of any such change.

[signature page to follow]

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

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

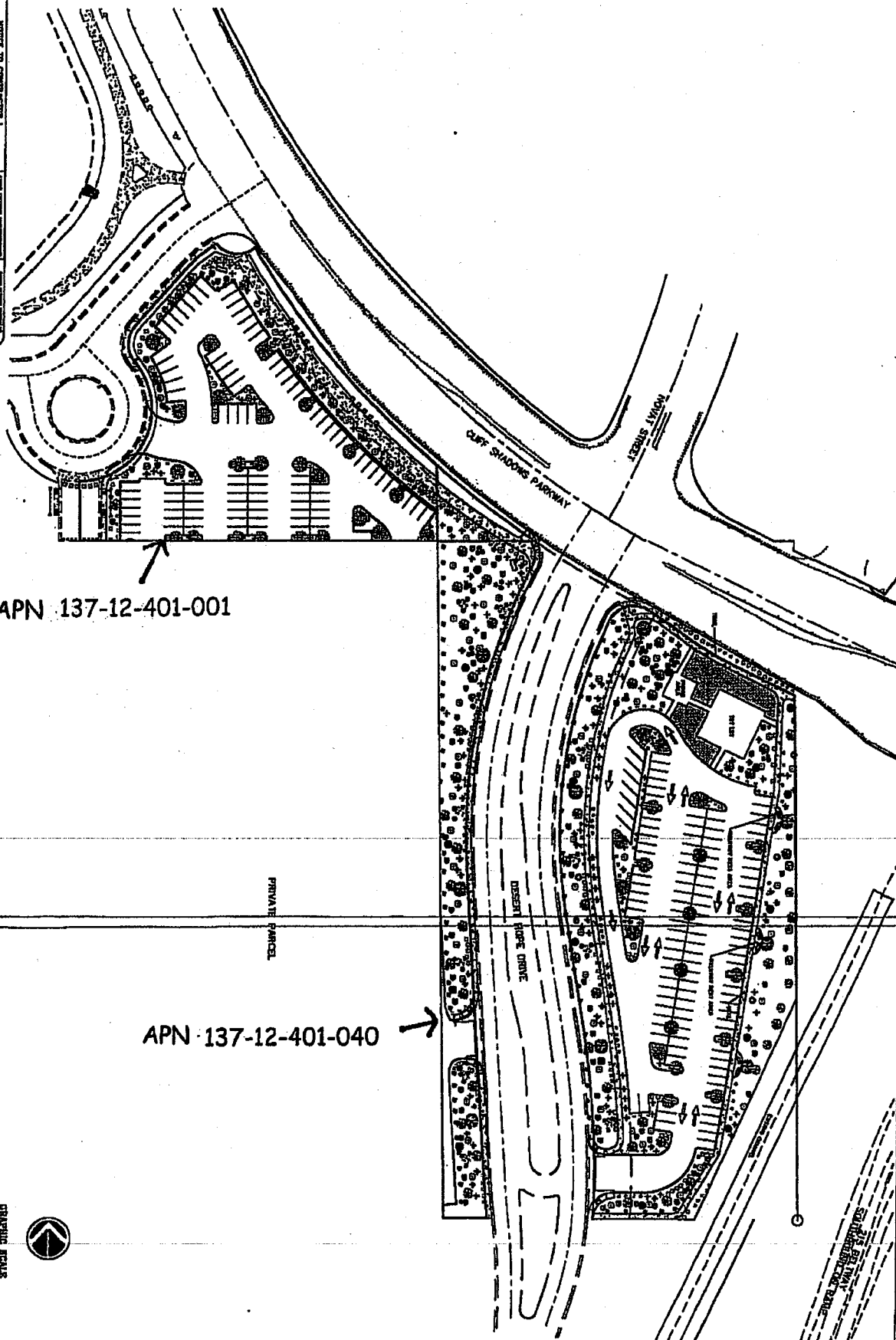
BEVERLY K. BRIDGES CMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla 11/10/08
DEPUTY CITY ATTORNEY Date

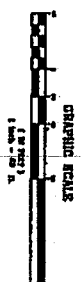
INTERNATIONAL CHURCH
OF LAS VEGAS

By: _____



APN 137-12-401-001

APN 137-12-401-040

[illegible]

1. Definitions

"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.

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 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☒ Other: Non-Profit

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.	NOT APPLICABLE - NO PERSONAL INDIVIDUAL OWNERS		
2.			
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: ____.

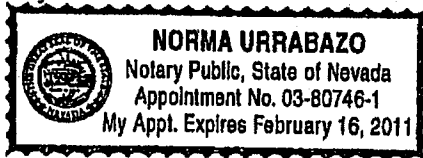
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

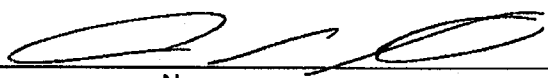
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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

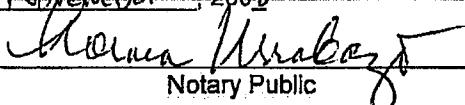




 Name
 November 12, 2008

 Date

Subscribed and sworn to before me this 12th day of

November, 2008


 Notary Public