SHARED PARKING AGREEMENT

This Shared Parking Agreement ("AGREEMENT") is made and entered into this ___ day of _____, 2009 ("Effective Date"), between the City of Las Vegas, a municipal corporation in the State of Nevada ("CITY") and The International Church of Las Vegas, a nonprofit organization ("ICLV"). CITY and ICLV are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

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 (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 is 4.057 acres of BLM leased land identified as a portion of Assessor's Parcel Number's 137-12-401-001 and 137-12-401-040 as depicted in Exhibit "A," attached hereto and incorporated herein.

2. The CITY grants the ICLV the right to use the Property for parking and no other use. The ICLV acknowledges that this AGREEMENT does not grant exclusive use of the Property for parking at any time because the Property is a public facility and open to public use.

3. The CITY shall pursue obtaining a patent on the Property from the Bureau of Land Management ("BLM") once development has been completed.

4. ICLV acknowledges that it shall construct and maintain the parking lot and other conditions of development though a separate agreement with the CITY.

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 days after the breaching party's receipt of written notice of such breach; or (ii) both parties mutually agree to terminate this Agreement; or (iii) the Property reverts to the BLM for any reason.

6. The term of this Agreement shall begin on the Effective Date and terminate on May 21, 2032 ("Termination Date"). Within ninety days of the Termination Date, the ICLV shall notify the CITY in writing of its intentions to request an extension of this Agreement. An extension for any term shall be at the sole discretion of the CITY.

7. Indemnity. ICLV hereby agrees to protect, indemnify, and hold the CITY, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the CITY, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CITY,

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its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the ICLV or its officers, employees, contractors, subcontractors, agents, visitors, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the ICLV, officers, its employees, contractors, subcontractors, visitors, volunteers or agents in the performance of this AGREEMENT.

The ICLV expressly agrees, at its sole cost and expense, to defend City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the ICLV has agreed to indemnify the CITY, its officers, employees and agents. If the ICLV fails so to do, the CITY shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the ICLV.

8. General Liability. The ICLV shall maintain the following general liability insurance for the Property:

Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 per occurrence
	$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	ICLV
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

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 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.

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 1/20/09
DEPUTY CITY ATTORNEY Date

INTERNATIONAL CHURCH
OF LAS VEGAS

By: _____

EXHIBIT "A"

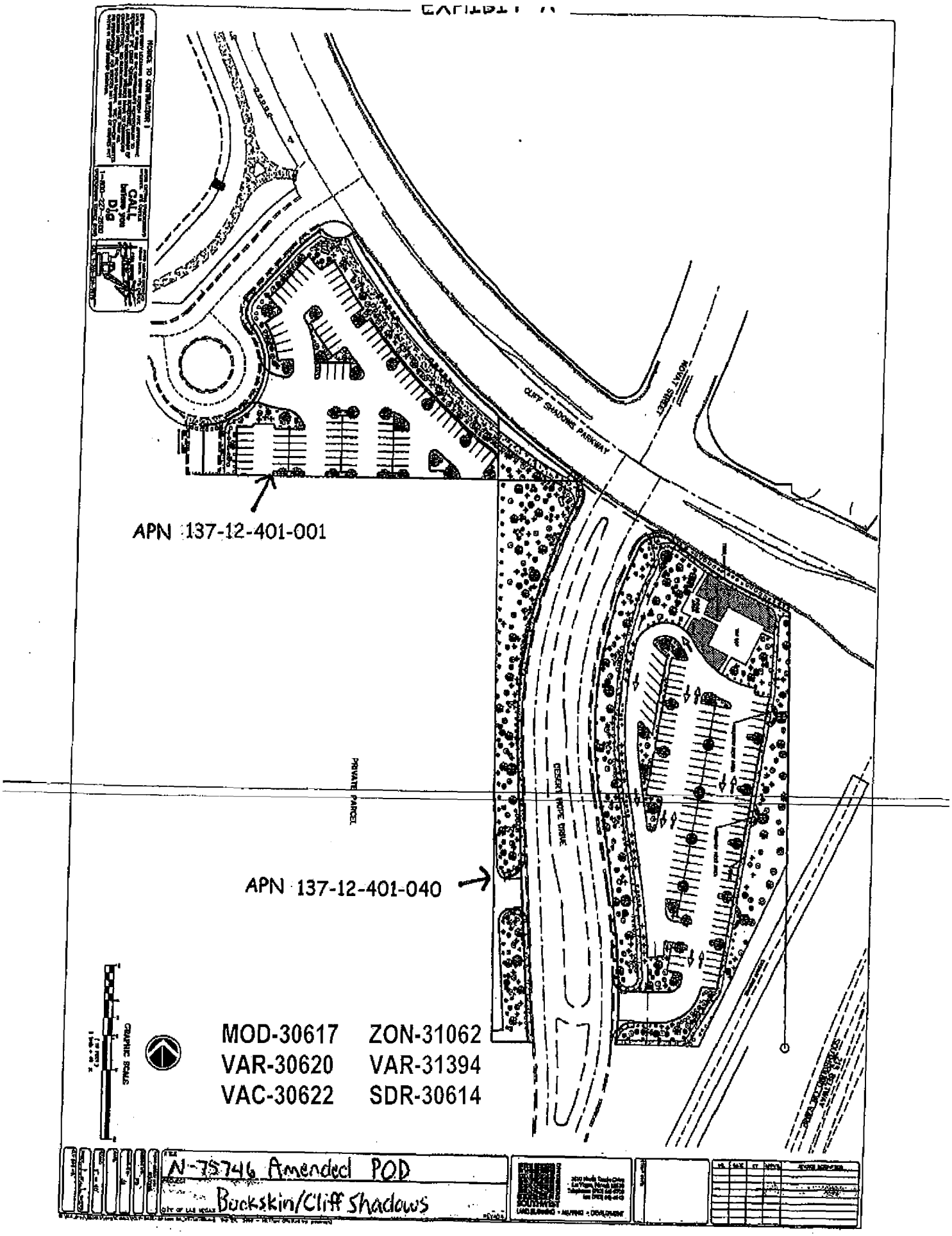
CALL
811
Dig
CLIFF SHADOWS PARKWAY
NORTH SERIES
APN 137-12-401-001
PRIVATE PARCEL
DESERT ROSE DRIVE
APN 137-12-401-040
MOD-30617
VAR-30620
VAC-30622
ZON-31062
VAR-31394
SDR-30614
GRAPHIC SCALE
N-75746 Amended POD
Buckskin/Cliff Shadows

EXHIBIT "B"
DISCLOSURE OF PRINCIPALS

The Board of Directors The International Church of Las Vegas and all persons and entities holding more than 1% interest in The International Church of Las Vegas are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. President Paul M. Gaulet	8100 Westcliff Drive	242-2273
2. Vice President Steve Beason	" "	"
3. Treasurer Stanley Loupe	" "	"
4. Secretary Richard Sacca	" "	"
5.		
6.		
7.		
8.		
9.		
10.		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

The International Church of Las Vegas
a Non-Profit organization

By: _____
Its: President

Subscribed and sworn to before me this
21st day of January, 2009.

_____
Notary Public

NORMA URRABAZO
Notary Public, State of Nevada
Appointment No. 03-80746-1
My Appt. Expires February 16, 2011

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