

LAND EXCHANGE AGREEMENT

This LAND EXCHANGE AGREEMENT (this "Agreement") is made by and between the CITY OF LAS VEGAS (the "City") and INTERNATIONAL CHURCH OF LAS VEGAS, INC. ("ICLV"). The City and ICLV are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date signed by all Parties, as long as the date signed by the last party is within thirty (30) calendar days of the first party (the "Effective Date").

RECITALS

WHEREAS, ICLV is the fee title owner of that certain real property, Assessor's Parcel No. 138-28-801-001 located to the east of Cimarron Rd to the south of US Highway 95 (the "ICLV Parcel"); and

WHEREAS, the City hold in trust for the public use certain rights of way along the west side of Cimarron Road to the south of US Highway 95 (the "City Rights of Way"); and

WHEREAS, ICLV desires to convey the ICLV Parcel to the City in exchange for the City vacating certain portions of the City Rights of Way (the "City Vacated Right of Way") that will revert to ICLV as the adjacent property owner (the "Property Exchange"); and

WHEREAS, the purpose of this Agreement is to set forth the specific terms of the Property Exchange as depicted on Exhibit A.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually agreed by and between City and ICLV that the foregoing Recitals are true and correct, and further agreed as follows:

AGREEMENT

I. PURPOSE

A. The Parties desire to enter this Agreement to set forth the specific terms and conditions for the Property Exchange.

II. CITY AGREES:

A. that the City is the rightful owner of the City Vacated Right of Way parcel and has the legal right to transfer the title of the City Vacated Right of Way.

B. that the City Vacated Right of Way is free and clear of any liens or other encumbrances except those of record in the Office of the Clark County Recorder.

C. to process the vacation of the City Vacated Right of Way in accordance with applicable law.

D. that upon approval of the vacation of the City Vacated Right of Way, to take the necessary steps ensure that the Vacated Right of Way becomes the property of ICLV.

E. to reserve the necessary easements for utilities in the City Vacated Right of Way.

F. to evaluate the construction of a future cul-de-sac along Cimarron Road south of US Highway 95.

II. ICLV AGREES:

A. that ICLV is the rightful owner of the ICLV parcel and has the legal right to transfer the title of the ICLV Parcel.

B. that the ICLV Parcel is free and clear of any liens or other encumbrances except those of record in the Office of the Clark County Recorder.

C. to execute a quitclaim deed in the form mutually agreeable to the Parties to convey the ICLV Parcel to the City.

III. IT IS MUTUALLY AGREED:

A. that the term of this Agreement (the "Term") shall commence on the Effective Date and terminate upon the mutual conveyance of the properties contemplated herein.

B. that neither party hereto shall take any action to convey any interest in their respective parcels to anyone other than the other party to this Agreement and will not encumber their respective parcels in any way.

C. that each party hereto shall indemnify and hold the other party harmless for any claims, costs, damages, or liabilities (including reasonable attorney's fees and court costs) arising from any breach of the representation and agreement made in this Agreement.

D. that neither party hereto has engaged a real estate agent, broker, or any other party that may be due a commission or any other fee related to the Property Exchange.

E. that neither party hereto makes any representation or warranty with respect to the environmental condition of each party's respective parcel in all aspects.

F. that each party shall execute the necessary documents to facilitate the Property Exchanges,

G. Upon completion of the Property Exchange, each party will be responsible for the respective properties that are conveyed, including the payment of real property taxes, if applicable.

IV. MISCELLANEOUS

A. NOTICE

Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; or (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx. All notices shall be effective upon receipt by the party to which notice is given. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

| | |
|-------------|---|
| If to City: | Attn: City Manager City of Las Vegas 495 S. Main Street, 7 th Floor Las Vegas, NV 89101 (702) 229-6011 |
| If to ICLV: | Attn: Andrew Mason International Church of Las Vegas 8100 Westcliff Drive Las Vegas, NV 89145 |

B. ENTIRE AGREEMENT; SECTION AND PARAGRAPH HEADINGS

This Agreement represents the entire and integrated agreement between the City and ICLV. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

C. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Contract, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

D. WAIVER

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of either party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of a party to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

E. ASSIGNMENT

Except as otherwise contemplated in this Agreement, neither party may assign their rights nor delegate their duties under this Agreement without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Agreement.

F. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Nevada. Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If the Parties are unable to reach a resolution, the dispute shall be submitted to binding arbitration.

G. FORCE MAJEURE

Neither party hereto shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, epidemic, pandemic, government quarantine restrictions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse and the excused party is obligated to perform promptly in accordance with the terms of this Agreement after the intervening cause ceases.

H. SEPARATE PARTIES

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party hereto is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

I. NO THIRD PARTY BENEFICIARIES

No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party hereto (including, without limitation, any broker), and no such

other person, partnership, corporation or entity shall have any right or cause of action hereunder.

J. PUBLIC RECORDS/CONFIDENTIALITY

Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

K. AUTHORITY

The Parties represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

L. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

M. COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in multiple counterparts with the same effect as if all Parties had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement. Each party hereto agrees that this Agreement may be electronically signed, including DocuSign, PDF signature, scan or facsimile, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility of the Agreement.

[LEFT BLANK INTENTIONALLY; SIGNATURES ON NEXT PAGE]

**FREMONT STREET SUBSTATION
OPERATING AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

CITY OF LAS VEGAS

Date of City Council Meeting: _____

By: _____

Printed Name: Carolyn G. Goodman
Title: Mayor

Attest:

By: _____

Printed Name: LuAnn D. Holmes, MMC
Title: City Clerk

Approved as to Form:

By: John S. Ridilla 

Date: 10/24/23

Printed Name: John S. Ridilla
Title: Assistant City Attorney

INTERNATIONAL CHURCH OF LAS VEGAS, INC.

By: Andrew Mason

Date: 10-23-23

Printed Name: [INSERT] Andrew Mason
Title: [INSERT] Lead Pastor

REAL PROPERTY EXCHANGE

EXHIBIT A

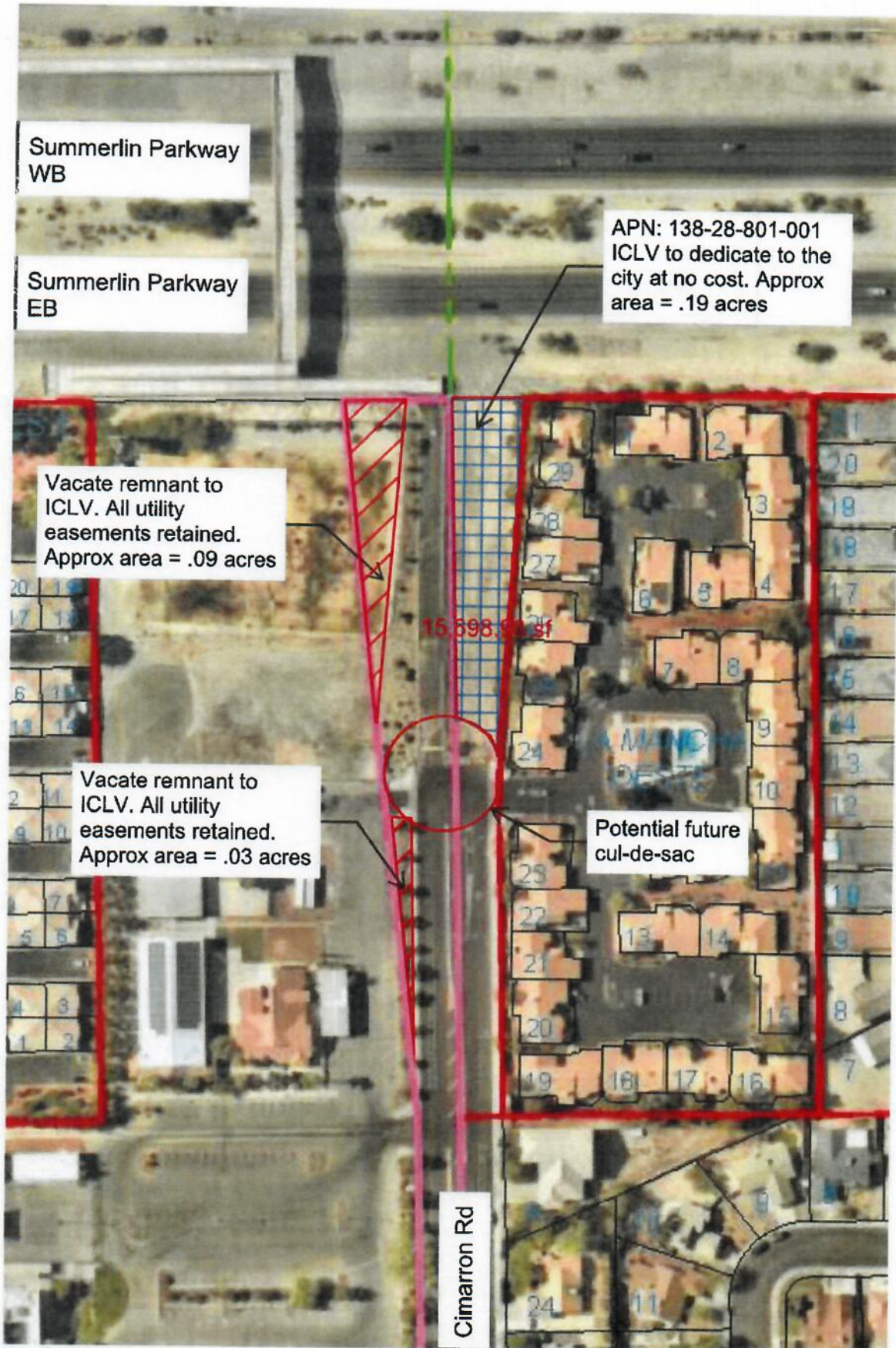
THE PROPERTY EXCHANGE

[REFERENCE ATTACHED]

EXHIBIT C COVER PAGE

CAO PL [INSERT]

CIMARRON TRAIL PROPOSED PARCEL EXCHANGE



* Utility easements will be retained within vacated area