

**MANAGEMENT AGREEMENT FOR KNICKERBOCKER PARK
BETWEEN THE CITY OF LAS VEGAS
AND PROVIDENCE MASTER HOMEOWNERS ASSOCIATION**

This MANAGEMENT AGREEMENT FOR KNICKERBOCKER PARK (the "Agreement") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City") and PROVIDENCE MASTER HOMEOWNERS ASSOCIATION, a domestic non-profit corporation under the laws of the State of Nevada ("HOA"). The City and the HOA are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date of approval by the Las Vegas City Council and HOA Board of Directors, whichever date is later, as long as approval by one is within thirty (30) calendar days of approval by the other (the "Commencement Date").

RECITALS

WHEREAS, the City was granted a land patent from the BLM, Patent No. 27-2013-002 for recreation or public purposes ("Land Patent") from the United States Department of the Interior, Bureau of Land Management ("BLM") and subject to the Recreation and Public Purposes Act 43. U.S.C. Sections 869-869-4 (the "R&PP Act"), which Land Patent contains conditions subsequent which, in essence, require the City to use the underlying land for recreational and public purposes and not transfer operational control or use of the land to a third party ; and

WHEREAS, the City has entered into a Development Agreement, dated November 18, 2009, with Cliff's Edge, LLC ("Developer") for the purpose of constructing the Cliff's Edge Development, a master planned community. Located within the master planned community is a fifteen (15) acre park commonly known as Knickerbocker Park consisting of the following amenities: splash pad, children's play structures, dog park, multi-use events field, youth little league field, jogging path with exercise stations, picnic area and designated spaces for future amenities. Knickerbocker Park is located at 10649 West Dorrell Lane, Las Vegas, Clark County, Nevada, depicted on the map attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, in accordance with the Development Agreement, the Providence Master Homeowner's Association ("HOA") completed construction of Knickerbocker Park; and

WHEREAS, the City and HOA previously entered into that certain *Operating Agreement for Knickerbocker Park* dated January 14, 2013, (the "Original Operating Agreement") to delineate the Parties responsibilities for the management and operation of Knickerbocker Park; and

WHEREAS, the Parties desire to terminate the Operating Agreement and to enter this Agreement to delineate the Parties responsibilities for the long-term management of Knickerbocker Park.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**SECTION 1
DEFINITIONS**

1.1 DEFINITIONS

Unless otherwise defined herein, the capitalized terms used herein shall have meaning ascribed in this Section 1.1:

"Agreement" shall have the meaning set forth in the first paragraph of this Agreement.

“APN” shall mean the Clark County Assessor’s Parcel Number.

“BLM” shall mean the meaning set forth in the first Recital.

“Knickerbocker Park” shall have the meaning set forth in the second Recital above.

“Claims” shall have the meaning set forth in Section 7.1.

“Commencement Date” shall have the meaning set forth in the first paragraph of this Agreement and shall be the date the last of the two Parties signs the Agreement.

“Declarant” shall mean the original developer of the Cliffs Edge Development, Cliff’s Edge, LLC.

“Developer” shall have the meaning set forth in the second Recital.

“Development Agreement” shall mean the Agreement entered into by the City and Cliff’s Edge, LLC on November 18, 2009, as amended on January 6, 2010, for the development of a master planned community and on file with the City Clerk of the City of Las Vegas.

“HOA” shall have the meaning set forth in the third Recital.

“HOA Manager” shall mean the properly licensed manager retained by Providence Master Homeowner’s Association to manage the day to day affairs of the Association.

“Neighborhood HOAs” shall mean the collection of the sub-associations in the Providence Master Planned Community that comprise the Providence Master Homeowner’s Association.

“Notices” shall have the meaning set forth in Section 8.7.

“Original Operating Agreement” shall have the meaning set forth in the fourth Recital.

“R&PP Act” shall have the meaning set forth shall have the meaning set forth in the first Recital.

“R&PP Lease” shall have the meaning set forth shall have the meaning set forth in the first Recital.

“Special Events” shall have the meaning set forth in Section 5.2.

SECTION 2 GENERAL INTENT

2.1 INCORPORATION OF RECITALS

2.1.1 The Recitals set forth above, and all defined terms set forth in the Recitals and in the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if set forth here in full.

2.2 GENERAL INTENT

2.2.1 The Parties agree that the overall purpose of this Agreement is to govern the each party’s responsibilities related to the management of Knickerbocker Park and the relationship of the Parties related to the terms and conditions of this Agreement.

2.3 TERMINATION OF ORIGINAL AGREEMENT

2.3.1 The Parties agree that notwithstanding any other agreements, written or otherwise, that upon the Commencement Date, the Original Operating Agreement shall be terminated and be of no further force and effect in all aspects.

SECTION 3 MANAGED PREMISES

3.1 MANAGED PREMISES

3.1.1 The City agrees to allow the HOA to manage Knickerbocker Park pursuant to the terms and conditions in this Agreement. The HOA agrees to manage Knickerbocker Park pursuant to the terms

and conditions in this Agreement.

SECTION 4 TERM AND TERMINATION

4.1 TERM

4.1.1 The Agreement shall commence on the Commencement Date for a period of fifty (50) years (the "Term"). The Term may be renewed, at the sole discretion of the City, for one (1) additional fifty (50) year term upon written notification to the HOA by the City of its desire to extend the Agreement ninety (90) days prior to termination of the then existing Agreement.

4.2 TERMINATION

4.2.1 The City may terminate this Agreement, with or without cause, throughout the Term of this Agreement, upon ninety (90) days written notice to the HOA. In the event the R&PP Lease is terminated or relinquished, this Agreement shall also be terminated concurrent with the termination of the R&PP Act Lease. The City shall be responsible for notifying the HOA a minimum of ninety (90) days, if possible, of impending termination, or relinquishment.

SECTION 5 USE

5.1 GENERALLY

5.1.1 It is understood and agreed that Knickerbocker Park is a public park and must be open to the public for the common benefit of the public in compliance with the R&PP Lease. The HOA will, in its use and maintenance of Knickerbocker Park, comply with all applicable laws, rules, regulations, and ordinances, including applicable noise ordinances, of every governmental body or agency whose authority extends to Knickerbocker Park or to any business conducted upon Knickerbocker Park.

5.1.2 The HOA covenants to maintain Knickerbocker Park in such a manner as to not violate any terms of the R&PP Act. If the City or the BLM determines that a violation of the R&PP Act has taken place, the City will provide written notification to HOA. The HOA shall promptly cure said violation and if the HOA fails to correct or otherwise resolve said violation to the satisfaction of the City and BLM after a reasonable cure period, the City may exercise its termination rights under Section 4.2 of this Agreement and seek reimbursement from the HOA for City or other public funds expended for the construction of Knickerbocker Park. Any questions related to the HOA's compliance with the R&PP Act shall be addressed to the City's Real Estate Administrator.

5.2 SPECIAL EVENTS

5.2.1 The City shall program activities and permit Special Events at Knickerbocker Park in a manner consistent with standard City policies for the use of City parks. The HOA may rent Knickerbocker Park for non-exclusive Special Events for cultural, social, and recreational events in a manner consistent with reserved use of any City park. The special event fees charged to the HOA and associated insurance requirements shall be consistent with the City's policy for the use of City parks.

5.2.2 The HOA acknowledges that the HOA has not right to program or permit Special Events, for itself or others, in Knickerbocker Park. Any Special Event organized or conducted by the HOA shall be permitted by the City in a manner consistent with standard City policies for the use of City parks.

5.3 NON-DISCRIMINATION

5.3.1 All conduct of the HOA in administering its duties under this Agreement shall be performed without discrimination based upon race, color, religion, creed, political bias, sex, age, marital status, familial status, physical or mental disability, sexual orientation, gender identity, housing status, or national origin, and consistent with applicable federal, state and local laws.

5.4 RULES AND REGULATIONS

5.4.1 Knickerbocker Park shall be subject to the rules and regulations established by the City for all City parks, as they may be amended from time to time.

5.5 SIGNAGE

5.5.1 The HOA may install reasonable signage from time to time throughout Knickerbocker Park to assist in its duty to maintain Knickerbocker Park. All signage shall be submitted to the City's Real Estate Administration for approval, and said approval shall not be unreasonably withheld, delayed, or conditioned. In addition, the HOA shall acquire a permit from the City's Planning and Building and Safety Department, as applicable, for any signage that requires said authorization from the City acting in its regulatory capacity.

5.5.2 In compliance with Section 2.8 of the City's R&PP Lease, the HOA shall maintain the prominent permanent plaque stating: "This facility is located on public land provided in support of the community by the Department of the Interior, Bureau of Land Management, Las Vegas Field Office". The BLM and City logos must also be on the plaque which said logos will be provided by the City.

5.6 SECURITY

5.6.1 The City shall provide security in a manner consistent with standard City policies for the operation of City parks

SECTION 6 MAINTENANCE and UTILITIES

6.1. MAINTENANCE

6.1.1 The HOA shall keep all aspects of Knickerbocker Park in as good condition and repair as they are at the Commencement Date, reasonable wear and tear excepted, and to the standard consistent with the City's maintenance of other City parks. The HOA obligation includes maintenance, repair, and replacement (either due to damage or end of lifecycle) of the following elements, by way of example and not limitation, of Knickerbocker Park:

1. Knickerbocker Park infrastructure in all aspects, including playground equipment, sports facilities, maintenance buildings, benches, shade and other structures, benches, restrooms, parking areas, fences, and utility lines.
2. Knickerbocker Park irrigation system, turf, trees, shrubs, groundcover, and mulch. Additionally, the HOA shall also be responsible for:
 - A. Sweeping and cleaning all hard surfaces;
 - B. Painting of structures, fences, etc.;
 - C. Removing graffiti;
 - D. Replacing light bulbs; and
 - E. Regular landscape maintenance.

6.1.2 The HOA may replace existing furniture, fixtures, and other equipment in Knickerbocker Park with similar or better quality materials without prior approval of the City. Any material changes to any furniture, fixture, or equipment, or any material changes to the grading, landscaping, and other infrastructure at Knickerbocker Park shall be submitted to the City's Real Estate Administrator for approval, and said approval shall not be withheld, delayed, or conditioned. In addition, the HOA shall acquire a permit from the City's Planning and Building and Safety Department, as applicable, for any signage that requires said authorization from the City acting in its regulatory capacity.

6.1.3 Other than for routine maintenance purposes and/or seasonal closures (e.g. closure of the turf fields for over-seeding), the Parties shall reasonably coordinate the scheduling of maintenance

activities, including closure of Knickerbocker Park, to avoid conflicts with Special Events.

6.1.4 The HOA shall promptly remove or caused to be removed any standing water to reduce public health risks. On-going standing water issues shall be addressed by the HOA through the modification of existing Knickerbocker Park facilities to minimize standing water risk.

6.1.5 Upon full execution of this Agreement, the HOA shall provide a twenty-four (24) hour emergency response contact person (both phone and email). This 24-hour contact shall be kept current at all times.

6.1.6 The City shall conduct quarterly maintenance inspections of Knickerbocker Park and provide a written report to the HOA to identify compliance and deficiencies.

6.2 UTILITIES

6.2.1 GENERALLY

A condition precedent to the City's consideration and approval of this Agreement is that the HOA shall provide reasonable documentation satisfactory to the City that all utility bills are current for Knickerbocker Park.

6.2.2 ELECTRIC

The electric service account for Knickerbocker Park shall remain in the name of the HOA. The City shall reimburse the HOA for twenty five percent (25%) of the electric bill. The HOA shall submit an electric bill invoice with proof of payment to the City on a calendar quarterly basis for reimbursement. The City shall pay said invoice within thirty (30) calendar days. The City shall not reimburse the HOA for any late fees, penalties, or interest due to the HOA's failure to promptly pay any electric bill.

6.2.3 WATER

The HOA shall take reasonable measures to use best watering practices at Knickerbocker Park to minimize water use while ensuring the integrity of the landscaping. The water service account for Knickerbocker Park shall remain in the name of the HOA. The City shall reimburse the HOA for twenty five percent (25%) of the water bill. The HOA shall submit a water bill invoice with proof of payment to the City on a calendar quarterly basis for reimbursement. The City shall pay said invoice within thirty (30) calendar days. The City shall not reimburse the HOA for any late fees, penalties, or interest due to the HOA's failure to promptly pay any water bill.

6.2.4 SEWER

The sewer service account for Knickerbocker Park shall be transferred to the City no later than thirty (30) days after the Commencement Date. Thereafter, the City shall be responsible for payment of the sewer bill in full.

6.2.5 TRASH

The trash service account for Knickerbocker Park shall be transferred to the City no later than thirty (30) days after the Commencement Date. Thereafter, the City shall be responsible for payment of the trash bill in full.

SECTION 7 INDEMNIFICATION AND INSURANCE

7.1 INDEMNIFICATION

7.1.1 HOA INDEMNITY

The HOA agrees to indemnify, defend, and hold the City harmless from and against any claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (collectively, "Claims") caused, or alleged to be caused, in whole or in part, by any acts or omissions, negligent or otherwise, of the HOA, its board members, managers, employees, contractors, or agents as long as such Claims are not caused by the negligence or willful misconduct of the City. Except as set forth in the foregoing sentence, should the City be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance pursuant to this Agreement, the HOA will defend the City (at the City's request and with counsel reasonably satisfactory to the City) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise. It is the specific intention of the Parties that the City shall in all instances, except for Claims cause by the negligence or willful misconduct of the City, be indemnified by the HOA from and against any and all Claims.

7.1.2 CITY INDEMNITY

To the extent that Claims are caused by the City's use of Knickerbocker Park or caused by or the result of the City's actions under or mismanagement of the terms, conditions, and restriction of the R&PP Lease upon which Knickerbocker Park sits, the City shall indemnify, defend, and hold the HOA harmless from any and all Claims caused, or alleged to be caused, in whole or in part, by any acts or omissions, negligence or otherwise, of the City as long as such Claims are not cause by the negligence or willful misconduct of the HOA. Except as set forth in the foregoing sentence, should the HOA be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of the City's use of Knickerbocker Park, the City will defend the HOA (at the HOA's request and with counsel reasonably satisfactory to the HOA) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise. It is the specific intention of the Parties that the HOA shall in all instances, except for Claims cause by the negligence or willful misconduct of the HOA, be indemnified by the City from and against any and all Claims. In no event shall the language herein constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law, including the limitations set forth in Nevada Revised Statutes Chapter 41.

7.1.3 For purposes of this Section 7.1 "City" includes City's elected officials, officers, employees, and agents.

7.1.4 It is expressly understood and agreed that the foregoing Indemnity provisions will survive termination of this Agreement.

7.1.5 The requirements as to the types and limits of insurance coverage to be maintained by the HOA as required in this Agreement, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the HOA pursuant to this Agreement, including but not limited to the provisions concerning this indemnification.

7.2 INSURANCE

The HOA must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

7.2.1 COMMERCIAL GENERAL LIABILITY INSURANCE

The HOA will provide Commercial General Liability, Broad Form General Liability, and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of Nevada approved forms, in connection with the HOA's performance in the amount in amounts not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury, personal injury, and property damage for each policy coverage.

Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Agreement will be endorsed to name the City, its Mayor, City Council members, officers, employees and agents as "*additional insureds*" under said insurance coverage, to state that such insurance will be deemed "*primary*" as to HOA's negligence such that any other insurance that may be carried by the City will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

The HOA will furnish to the City a certificate of insurance, duly authenticated, evidencing maintenance of the insurance required under this Agreement. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "*A-VII*".

Any contractors, service providers, or other agents of the HOA shall provide equivalent provide Commercial General Liability, Broad Form General Liability, and Business Automobile Liability as required of the HOA herein.

7.2.2 WORKER'S COMPENSATION INSURANCE

The HOA and any contractors, service providers, or other agents of the HOA shall provide Worker's Compensation insurance in compliance with Nevada law.

SECTION 8 DEFAULT/CURE

8.1 HOA DEFAULT

Each of the following events shall be deemed to be events of default by the HOA under this Agreement (each, an "HOA Event of Default" and collectively, "HOA Events of Default"):

8.1.1 Generally, if the HOA fails to perform or comply with any other term, covenant, or condition of this Agreement on the part of the HOA to be kept and performed and such default continues for thirty (30) days after written notice thereof from City to HOA; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if the HOA shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than sixty (60) days after such written notice;

8.1.2 The HOA's failure to maintain Knickerbocker Park pursuant to Section 6.1.

8.1.3 The HOA's failure to pay any utility bill or other amount due under Section 6.2.

8.1.4 The HOA's failure to indemnify the City as required by Section 7.1.1.

8.1.5 The HOA's failure to maintain insurance as required by Section 7.2.

8.1.6 There is filed any petition in bankruptcy by or against the HOA, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession

of the HOA or of all or substantially all of the assets of the HOA, or there is a general assignment by the HOA for the benefit of creditors, or any action is taken by or against the HOA under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against the HOA and such levy continues in effect for a period of sixty (60) calendar days.

8.1.7 If the HOA abandons or vacates Knickerbocker Park for thirty (30) consecutive days and such condition is not caused by Knickerbocker Park being damaged or condemned or due to any situation contemplated by Section 9.4.

8.2 CITY REMEDIES

Upon the occurrence of any HOA Event of Default, City shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

8.2.1 The City may, without being obligated and without waiving the HOA Event of Default, cure the HOA Event of Default, whereupon HOA shall pay to the City, upon demand, all reasonable costs, expenses, and disbursements incurred by the City to cure the HOA Event of Default, including twenty percent (20%) of such costs for the City supervision, promptly upon demand.

8.3 CITY DEFAULT

Each of the following events shall be deemed to be events of default by the City under this Agreement (each, a "City Event of Default" and collectively, "City Events of Default"):

8.1.1 Generally, if City fails to perform or comply with any other term, covenant or condition of this Agreement on the part of the City to be kept and performed and such default continues for thirty (30) days after written notice thereof from HOA to City; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if the City shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than sixty (60) days after such written notice;

8.1.3 The City's failure to pay any utility bill invoice or other amount due under Section 6.2.

8.1.4 The City's failure to indemnify the HOA as required by Section 7.1.2.

8.4 HOA REMEDIES

Upon the occurrence of any City Event of Default, HOA shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

8.2.1 The HOA may, without being obligated and without waiving the HOA Event of Default, cure the HOA Event of Default, whereupon City shall pay to the HOA, upon demand, all reasonable costs, expenses, and disbursements incurred by the HOA to cure the City Event of Default, including twenty percent (20%) of such costs for the HOA supervision, promptly upon demand.

SECTION 9 MISCELLANEOUS

9.1 PROMOTIONAL RECOGNITION

The Parties may not use the other's logo for promotional or other purposes without the written approval of the other party.

9.2 LIENS

The HOA shall cause all activities that occur on Knickerbocker Park to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against Knickerbocker Park as a result of acts or omissions of the HOA or the HOA's board members, employees, contractors or agents, the HOA shall discharge the lien or bond the lien off in a manner reasonably satisfactory to City within thirty (30) days after the HOA receives written notice that the lien has been filed.

9.3 TAXES

The City shall not be responsible for any personal property taxes, possessory interest taxes and assessments attributable to the HOA's management of Knickerbocker Park levied by any legal authority as a result of this Agreement.

9.4 FORCE MAJEURE

Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, epidemic, pandemic, governmental quarantine restriction, or other similar causes beyond the parties' control, no party will be or be deemed to be in default or otherwise liable for any delay of its performance under this Agreement.

9.5 ASSIGNMENT AND SUBLETTING

The HOA shall not assign, sublet or otherwise transfer all or any part of their interest in this Agreement without the prior written consent of the City, which may be withheld for any or no reason.

9.6 PRIOR AGREEMENTS AND AMENDMENTS

This Agreement contains all of the agreements and understanding of the Parties with respect to any matter covered or mentioned in this Agreement, and no other agreements or understandings shall be effective for any purpose. No provision of this Agreement may be amended or added except by a written amendment signed by both Parties.

9.7 NOTICE

All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) 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 (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. 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 for information only.

If to the City: Attention: Real Estate Manager
City of Las Vegas
495 S. Main Street, 5th Floor
Las Vegas, Nevada 89106
(702) 229-1022 phone
realestatesection@lasvegasnevada.gov

If to the HOA: Attention: Community Manager
Providence Master Homeowners Association
7181 N. Hualapai Way, Suite 150
Las Vegas, NV 89166
(702) 216-2020 phone
(702) 240-3048 fax

9.8 NO WAIVER

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.9 HEADINGS AND INTERPRETATION

Headings used in this Agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

9.10 DISPUTE RESOLUTION/CHOICE OF LAW/VENUE/WAIVER OF JURY TRIAL

In the event of a dispute arising under this Agreement, the Parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes which cannot be informally resolved shall be litigated rather than submitted to arbitration. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to the State District Court in Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. **THE CITY AND THE HOA HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE CITY AND THE HOA, THE HOA'S USE OR OCCUPANCY OF KNICKERBOCKER PARK, AND/OR ANY CLAIM OF INJURY OR DAMAGE.**

9.11 SEVERABILITY

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

9.12 RELATIONSHIP OF THE PARTIES

Nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form or business organization between the Parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

9.13 NO THIRD-PARTY BENEFICIARIES

Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9.14 ATTORNEY'S FEES

In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief forwarded.

9.15 COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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**MANAGEMENT AGREEMENT FOR KNICKERBOCKER PARK
BETWEEN THE CITY OF LAS VEGAS
AND PROVIDENCE MASTER HOMEOWNERS ASSOCIATION**

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Commencement Date as defined herein.

**CITY OF LAS VEGAS
"CITY"**

By: _____
Carolyn G. Goodman, Mayor

Date of Execution by City: _____

Attest:

By: _____
LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: John S. Ridilla 10/25/23
Deputy City Attorney Date

**John S. Ridilla
Chief Deputy City Attorney**

[SIGNATURES CONTINUED ON NEXT PAGE]

MANAGEMENT AGREEMENT FOR KNICKERBOCKER PARK
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Signature Page (continued)

PROVIDENCE MASTER
HOMEOWNERS ASSOCIATION
"HOA"

By:

Philip S. Chapman

Printed Name:

Philip S. Chapman

Title:

Director

Date of Execution by HOA:

10/11/23

**MANAGEMENT AGREEMENT FOR KNICKERBOCKER PARK
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EXHIBIT A

DEPICTION OF KNICKERBOCKER PARK

[REFERENCE ATTACHED]

EXHIBIT A
DEPICTION OF KNICKERBOCKER PARK

