

IMPROVEMENTS REIMBURSEMENT AGREEMENT

THIS IMPROVEMENTS REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2017, by and between the CITY OF LAS VEGAS, NEVADA (the "City"), and THE HOWARD HUGHES COMPANY LLC, a Delaware Limited Liability Company (the "Developer").

WHEREAS, the Developer has informed the City that, in the future, the Developer may request that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 to form a special improvement district within the City (the "District"), to levy special assessments, and to issue one or more series of bonds (hereinafter called "Bonds") to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Developer has previously constructed certain roadway improvements (the "Roadway Improvements") and water lines (the "Water Lines") described in Exhibit A hereto which will benefit the properties anticipated to be in the District; and

WHEREAS, the Developer intends to request that the City levy special assessments against the properties in the District to finance a portion of the cost of the Roadway Improvements and Water Lines as well as other public improvements; and

WHEREAS, the Developer desires to dedicate the Roadway Improvements to the City and the Water Lines to the Las Vegas Valley Water District ("LVVWD") prior to formation of the District and execution of a Development and Financing Agreement between the City and the Developer relating to the District; and

WHEREAS, the Developer has requested that the City reimburse the Developer for a portion of the costs of the Roadway Improvements and Water Lines from proceeds of the Bonds; and

WHEREAS, the City desires to facilitate such reimbursement, subject to the conditions contained in this Agreement.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. DEDICATION OF ROADWAY IMPROVEMENTS. The Developer agrees to transfer title to the Roadway Improvements by deed, bill of sale or other means reasonably acceptable to the City.

The Developer at the time of transfer shall warrant that the Roadway Improvements have been constructed in accordance with the plans and specifications therefore which have been approved by the City. The Developer agrees to remedy any defects in the Roadway Improvements and pay for any damage to other work resulting therefrom, which shall appear within one (1) year from the date of acceptance of the Roadway Improvements by the City.

SECTION 2. DEDICATION OF WATER LINES. The Developer agrees to transfer title to the Water Lines by deed, bill of sale or other means reasonably acceptable to LVVWD. Prior to or in connection with such transfer the Developer shall transfer to LVVWD or the City fee title to the real property where such Water Lines are located as applicable, or, if acceptable to LVVWD or the City, an easement, in form and substance satisfactory to LVVWD or the City, as applicable.

The Developer at the time of transfer shall warrant that the Water Lines have been constructed in accordance with the plans and specifications therefore which have been approved by LVVWD and the City. The Developer agrees to remedy any defects in the Water Lines and pay for any damage to other work resulting therefrom, which shall appear within one (1) year from the date of transfer of title of the Water Lines to LVVWD.

SECTION 3. REIMBURSEMENT FROM BOND PROCEEDS. The City hereby agrees to reimburse the Developer for the costs of the Roadway Improvements and Water Lines solely from Bond proceeds if the following occur:

- A. The City accepts the dedication of the Roadway Improvements;
- B. LVVWD accepts the dedication of the Water Lines;
- C. The Development and Financing Agreement between the City and the Developer relating to the District is executed by the City and the Developer;
- D. The District is created; and
- E. The Bonds are issued and there are sufficient proceeds from the Bonds to reimburse Developer for the costs of the Roadway Improvements and Water Lines.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will proceed with the issuance of the Bonds, and the City expressly reserves the

right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 5. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in Clark County, Nevada, as of the date and year first herein above written.

Date of Council Action:

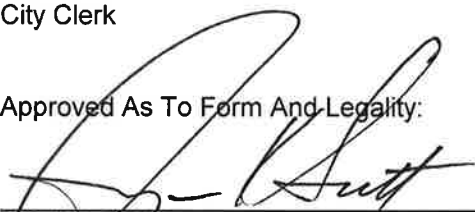
CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

LUANN D. HOLMES, MMC
City Clerk

Approved As To Form And Legality:



BRYAN K. SCOTT,
Assistant City Attorney

THE HOWARD HUGHES COMPANY, LLC,
A Delaware Limited Liability Company

By: _____
KEVIN T. ORROCK, Executive Vice President

EXHIBIT A

Description of Roadway Improvements

Summerlin Village 21/22

Lake Mead Boulevard Improvements: I-215 to Desert Foothills Drive

This project consists of rough grading, trenching, procurement, installation and backfill of approximately 1,200 linear feet of roadway improvements, including sewer main, storm drain, street lights, traffic signal appurtenances, curb, gutter, Type 2, AC pavement, manhole and gate valve adjustments to finish grade, signage, striping and other required items to obtain agency acceptance of these improvements.

The project has an estimated total construction cost of \$2,038,591. Including the additional 15% for soft costs, the SID eligible project costs to be funded for a future SID is \$2,344,400.

Description of Water Lines

Summerlin Village 21/22

3550 24" Diameter Water Main Extension including 3435 & 3320 Zone Water Line Extension in Lake Mead Boulevard from I-215 to Desert Foothills Drive

This project consists of rough grading, trenching, procurement, installation and backfill of approximately 9,750 linear feet of 24" diameter ductile iron pipeline from Far Hills Avenue to Lake Mead Boulevard, along the alignment of Desert Foothills Drive. The improvements include installation of all required tees, elbows, gate valves, blow-offs, air vacs and other miscellaneous appurtenances including installation of two pressure reducing valves (PRV's) and vaults to service the 3435 Zone. This project also consists of rough grading, trenching, procurement, installation and backfill of approximately 2,600 linear feet of 16" and 12" ductile iron water main extended from the PRV's at the Village 21/22 24" water main on Desert Foothills Drive approximately 1,000 feet south of Lake Mead Boulevard and along Lake Mead Boulevard to I-215. These improvements also include installation of all required tees, elbows, gate valves, blow-offs, air vacs and other miscellaneous appurtenances including installation of a PRV at Lake Mead Boulevard and I-215 to service the 3320 Zone.

The project has an estimated total construction cost of \$3,774,595. Including the additional 15% for soft costs, the SID eligible project costs to be funded for a future SID is \$4,340,800.