IMPROVEMENTS REIMBURSEMENT AGREEMENT

This IMPROVEMENTS REIMBURSEMENT AGREEMENT (this "Agreement"), dated as of August 16, 2017, is by and between the CITY OF LAS VEGAS, NEVADA (the "City"), and KAG DEVELOPMENT WEST 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 "Future District"), to levy special assessments, and to issue one or more series of bonds (hereinafter called "Bonds") to provide for the construction, acquisition, and/or furnishing of certain public improvements within the Future District; and

WHEREAS, the Developer has previously constructed, or will construct, the public improvements (the "Improvements") described in Exhibit A hereto, which will proportionally benefit the properties in the City's Special Improvement District No. 609 and in the Future District; and

WHEREAS, the Developer intends to request that the City levy special assessments against the properties in the Future District to finance an allocable portion of the cost of the Improvements; and

WHEREAS, the Developer desires to dedicate the Improvements to the City or another applicable government prior to the formation of the Future District and the execution of a Development and Financing Agreement between the City and the Developer relating to the Future District; and

WHEREAS, the Developer has requested that the City reimburse the Developer for a portion of the costs of the Improvements from the proceeds of any bonds issued by the City with respect to the Future District (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. <u>DEDICATION OF IMPROVEMENTS.</u> The Developer agrees to transfer title to the Improvements by deed, bill of sale or other means reasonably acceptable to the City or other applicable government.

The Developer at the time of transfer shall warrant that the 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 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 Improvements by the City.

SECTION 2. PREVAILING WAGES. The Developer acknowledges and agrees that the Improvements must be constructed in compliance with NRS 338.010 to 338.090, inclusive, as a condition precedent to any reimbursement by the City for the costs of the Improvements from the proceeds of the Bonds. For the avoidance of the doubt, this provision prohibits the City from using Bond proceeds to pay for the Improvements if any portion of the Improvements was not constructed in accordance with NRS 338.010 to 338.090.

SECTION 3. REIMBURSEMENT FROM BOND PROCEEDS. The City hereby agrees to reimburse the Developer for the portion of the costs of the Improvements allocable to the Future District in an amount up to the lesser of the actual cost of the allocable portion of such Improvements or the maximum amount set forth in Exhibit A hereof solely from Bond proceeds if all of the following occur:

A. The City or other applicable government accepts the dedication of the Improvements;

B. The Development and Financing Agreement between the City and the Developer relating to the Future District is executed by the City and the Developer;

C. The Future District is created;

D. The Developer has complied with Section 2 hereof; and

E. The Bonds are issued and there are sufficient proceeds from the Bonds to reimburse the Developer for some or all of the allocable costs of the Improvements.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment on behalf of the City to create the Future District or proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon any and all proceedings relating to the Future District and the Bonds 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 intentionally left blank.]

IN WITNESS WHEREOF the City and the Developer have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA

____
CAROLYN G. GOODMAN, Mayor

(SEAL)

____
LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

____
BRYAN K. SCOTT, Assistant City Attorney

KAG DEVELOPMENT WEST LLC
a Delaware limited liability company

By:______________________________
Name: MARC BOLDUC
Title: DULY AUTHORIZED SIGNATORY OF NINETY FIVE MANAGEMENT AS AUTHORIZED MANAGER ON BEHALF OF KAG DEVELOPMENT WEST LLC

EXHIBIT A

Description of Improvements and Costs Allocable to Future District

Project	Description	Estimated Cost (1)	Phase II Share %	Phase II Share (1)	Amount to be Funded by Future Districts (1)
6	Detention Basin 1 – Sage Canyon Detention Basin : Improvement Plans	$ 7,186,401	70%	$ 5,030,480	$ 2,155,920
7	3090 PZ 3 million gallon reservoir	$ 7,380,528	45%	$ 3,321,237	$ 4,059,290
	Total	$ 14,566,928		$ 8,351,718	$ 6,215,210

Footnotes

(1) Includes soft cost estimate equal to 15% of hard construction costs.