

## **REIMBURSEMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

THIS REIMBURSEMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this “**Agreement**”) is executed to be effective as of the 20<sup>th</sup> day of April, 2022, by and between D.R. HORTON, INC., a Delaware corporation (“**Horton**”) and SANTAQUIN CITY, a municipality and political subdivision of the state of Utah (“**Santaquin City**”).

A. Santaquin City is a party to that certain SECOND AMENDMENT AHLIN ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN SANTAQUIN CITY AND SALISBURY LAND DEVELOPMENT LLC, SALISBURY LAND LLC, AND SALISBURY DEVELOPERS INC. dated January 5, 2019 (the “**Second Amendment to Development Agreement**”) recorded in the Utah County Recorder’s Office as Entry Number 12603:2019.

B. The Second Amendment to Development Agreement requires: (1) that Salisbury Land Development LLC, Salisbury Land LLC and Salisbury Developers Inc. (sometimes referred to herein as the “**Salisbury Entities**”) construct a culinary booster pump station pursuant to Section 2.2.3.1 of the Second Amendment to Development Agreement, and (2) that Santaquin City reimburse the Salisbury Land Development LLC from impact fees for installation of a booster pump station on the Property.

C. Horton, pursuant to an assignment from certain Salisbury Entities and at Horton’s sole cost and expense, has caused to be constructed and completed the culinary booster pump station as required under Section 2.2.3.1 of the Second Amendment to Development Agreement. Consequently, Horton has requested that Santaquin City issue to Horton reimbursements for the construction of the culinary booster pump station completed by Horton.

D. Santaquin City is willing to issue reimbursements to Horton for the construction of the culinary booster pump station, provided that Horton executes this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, Horton and Santaquin City hereby agree as follows:

1. Santaquin City shall reimburse Horton for costs and expenses incurred by Horton to construct and complete the culinary booster pump station according to the terms of Section 2.2.3.1 of the Second Amendment to Development Agreement.

2. Horton shall indemnify and hold Santaquin City harmless from any and all claim(s) arising from Santaquin City’s reimbursement to Horton pursuant to this Agreement: including but not limited to claims by or from Salisbury Land Development LLC, Salisbury Land LLC, and/or Salisbury Developers Inc., or any of their successors or assigns, that Santaquin City materially breached the terms of that Second Amendment to Development Agreement (as defined above), by issuing reimbursements to Horton for the construction of the culinary booster pump station completed by Horton as required under Section 2.2.3.1 of the Second Amendment to Development Agreement.

IN WITNESS WHEREOF, Horton and Santaquin City have caused this Agreement to be executed by persons duly authorized to execute the same.

D.R. HORTON, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_, 2022

SANTAQUIN CITY

By: \_\_\_\_\_  
Name: Daniel M. Olson  
Title: Mayor  
Date of Execution: \_\_\_\_\_, 2022

Attest:

\_\_\_\_\_

Amalie R. Ottley, City Recorder