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**INFRASTRUCTURE ACQUISITION**

**AND**

**REIMBURSEMENT AGREEMENT**

***BETWEEN***

**SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT**

***AND***

**LENNAR HOMES OF UTAH, LLC**

**DATED May 28, 2025**

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## EXHIBITS

EXHIBIT A – Application for Acceptance of District Eligible Costs  
Dedicated Public Infrastructure

EXHIBIT B – Application for Acceptance of District Eligible Costs  
District Public Infrastructure

EXHIBIT C – Application for Acceptance of District Eligible Costs  
Capital Services Costs

EXHIBIT D – Indemnification Agreement

# INFRASTRUCTURE ACQUISITION AND REIMBURSEMENT AGREEMENT

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This INFRASTRUCTURE ACQUISITION AND REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the 28th day of May, 2025, by and between **SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT**, a political subdivision and body corporate and politic of the State of Utah (the “**District**”), and **LENNAR HOMES OF UTAH**, a Delaware limited liability company (the “**Developer**”).

## RECITALS

A. The District was organized to provide Public Infrastructure for the Project as authorized in the PID Act, Special District Act, and the Governing Document for the District.

B. In accordance with the PID Act, Special District Act, and the Governing Document, the District has the power to perform any act or exercise any power reasonably necessary for the efficient operation of the District in carrying out its purposes.

C. The Developer has incurred or in the future may incur District Eligible Costs, which may consist of Eligible Public Infrastructure Costs, Eligible Capital Service Costs, or both.

D. The Parties desire to establish the terms and conditions for the reimbursement of District Eligible Costs that become Certified District Eligible Costs.

E. The District does not intend to direct the design or construction of any Public Infrastructure by way of this Agreement.

F. Pursuant to Utah Code Section 17B-1-103(l), the District is permitted to enter into contracts that the Board considers necessary, convenient, or desirable to carry out the District’s purposes, and the Board has determined that the best interests of the District, property owners within the District, and the public, are served by entering into this Agreement, and this Agreement is in furtherance of the purposes for which the District was established.

G. The Parties have authorized their respective officers or representatives to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

## COVENANTS AND AGREEMENTS

### ARTICLE 1

## PURPOSE OF AGREEMENT

1.1 **Purpose of Agreement.** This Agreement establishes the terms and conditions for the reimbursement of Certified District Eligible Costs by the District, and the terms and conditions for the acquisition of District Public Infrastructure, as applicable.

## ARTICLE 2

### DEFINITIONS

2.1 **Definitions.** In this Agreement, unless a different meaning clearly appears from the context, capitalized terms mean:

**Accountant's Cost Certification:** a written certification issued by the District Accountant following review of an Engineer's Cost Certification, invoices, and other material presented to substantiate Eligible Public Infrastructure Costs, in form and substance reasonably acceptable to the District, declaring the total amount of Eligible Public Infrastructure Costs proposed for reimbursement.

**Accountant's Services Cost Certification:** a written certification issued by the District Accountant following review of invoices, and other material presented to substantiate the Eligible Capital Services Costs, in form and substance reasonably acceptable to the District, declaring the total amount of Eligible Capital Services Costs proposed for reimbursement.

**Agreement:** this Infrastructure Acquisition and Reimbursement Agreement between the Parties dated May 28, 2025.

**Application for Acceptance of District Eligible Costs/Application:** An application by the Developer for reimbursement of Eligible Public Infrastructure Costs or Eligible Capital Services Costs, in the form attached to this Agreement as **Exhibits A, B and C**.

**Application Review Procedures:** Those requirements set forth in Article III hereof by which an Application for Acceptance of District Eligible Costs is evaluated for sufficiency as a condition to adoption of a District Acceptance Resolution.

**Board:** The duly elected and/or appointed Board of Trustees of the District.

**Bonds:** means bonds, notes or other financial obligations issued by the District with respect to which proceeds are available for the payment of Certified District Eligible Costs.

**Certified District Eligible Costs:** District Eligible Costs that have been accepted by the District through adoption of a District Acceptance Resolution.

**Component Unit(s):** portions of Public Infrastructure that are substantially complete and fit for their intended purposes, whether or not yet placed in service.

**Construction Drawings:** Drawings prepared by a licensed and registered engineer and approved by the applicable governmental entity, by which Public Infrastructure has been built.

**Dedicated Public Infrastructure:** Public Infrastructure that is to be dedicated to another governmental entity for public use.

**Design Engineer's Certification:** A certification in form and substance reasonably acceptable to the District from an engineer or other appropriate design professional, licensed in Utah and approved by the District, stating that 1) the Public Infrastructure, or applicable Component Unit thereof, has been inspected for compliance with approved designs, plans and construction standards, and, if applicable, Construction Drawings; 2) that the Public Infrastructure, or applicable Component Unit thereof, has been substantially constructed in accordance with the approved designs, plans and construction standards, and, if applicable, Construction Drawings; and 3) the Public Infrastructure is fit for its intended purpose.

**Developer:** Lennar Homes of Utah, LLC, a Delaware limited liability company.

**District Acceptance Resolution:** a resolution adopted by the Board of the District following satisfactory completion of the Common Application Review Procedures as set forth in Section 3.2 hereof.

**District Acquisition Resolution:** a resolution adopted by the Board of the District following satisfactory completion of the Additional Application Review Procedures as set forth in Section 3.3 hereof.

**District Accountant:** an accountant licensed to practice in the State of Utah that has been engaged by the District.

**District Eligible Costs:** collectively, the Eligible Public Infrastructure Costs and the Eligible Capital Services Costs.

**District Engineer:** an engineer licensed to practice in the State of Utah that has been engaged by the District.

**District Public Infrastructure:** Public Infrastructure that is intended to be owned and operated by the District.

**District Inspection Report:** a report issued by the District Engineer following an Inspection in connection with District Public Infrastructure, addressing those matters set forth Section 3.3 hereof.

**District:** Slate Canyon Public Infrastructure District.

**Eligible Public Infrastructure Costs:** costs related to the acquisition, financing, planning, design, construction, and installation of Public Infrastructure that may be lawfully funded by the District under the PID Act and the Governing Document, and which may represent Dedicated Public Infrastructure and/or District Public Infrastructure.

**Eligible Capital Services Costs:** costs of certain services and/or work directly related to the ability of the District to provide and/or the provision of Public Infrastructure, including but not limited to: District organizational costs, engineering, architectural, surveying, construction planning, and related legal, accounting, and other professional services.

**Engineer's Cost Certification:** a written report certifying that, in the opinion of the District Engineer, the cost of the Public Infrastructure is reasonable considering the type of Public Infrastructure being reviewed.

**Inspection:** with respect to District Public Infrastructure, an inspection conducted by the District Engineer and the Developer to ascertain the completion of such Public Infrastructure and/or whether corrective work is required prior to acceptance by the District.

**Governing Document:** means the Governing Document for the District approved by the creating entity.

**Maximum Repayment Term:** shall mean, with respect to any and all costs accepted by an Acceptance Resolution, and not otherwise the subject of a Reimbursement Obligation, twenty (20) years from the date of each such Acceptance Resolution, or such lesser period as may be established in the Governing Document.

**MMD AAA Index:** the Municipal Market Data "AAA" General Obligation Yield Curve, 30-Year constant maturity, published by Refinitiv at [www.tm3.com](http://www.tm3.com), or successor index if replaced.

**MMD Interest Rate:** the interest rate based on the MMD AAA Index plus 400 basis points.

**Notices:** shall mean those forms of notice authorized by Section 7.4 hereof.

**Party or Parties:** means the District or the Developer, individually; Parties refers to the District and the Developer, collectively.

**PID Act:** means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

**Project:** the proposed development described generally in the Governing Document, for which the District is authorized to furnish Public Infrastructure.

**Public Infrastructure:** means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act to serve the future property owners and inhabitants of the District as determined by the Board, and includes Public Infrastructure and Improvements as defined in the PID Act.

**Reimbursement Obligation/s:** one or more notes, bonds, or other financial obligations issued at the request of the Developer in the amount of Certified District Eligible Costs as approved from time to time.

**Special District Act:** means Title 17B of the Utah Code, as amended from time to time.

**State:** means the State of Utah.

**Third-Party Accounting Firm:** an accounting firm mutually selected by the Parties to perform certain functions as set forth in Sections 3.2 and 3.3 hereof.

**Third-Party Engineering Firm:** an engineering firm mutually selected by the Parties to perform certain functions as set forth in Section 3.2 hereof.

**Trustee:** means a member of the Board.

**Utah Code:** means the Utah Code Annotated 1953, as amended from time to time.

### ARTICLE 3

#### APPLICATION FOR ACCEPTANCE/REVIEW PROCEDURES

3.1 **Application for Acceptance of District Eligible Costs.** The Developer will initiate a request for the District's acceptance of District Eligible Costs by submitting the following, as applicable:

a. For Dedicated Public Infrastructure, a completed "Application for Acceptance of District Eligible Costs - Dedicated Public Infrastructure" attached hereto as **Exhibit A** and incorporated herein by this reference.

b. For District Public Infrastructure, if applicable, a completed "Application for Acceptance of District Eligible Costs - District Public Infrastructure" attached hereto as **Exhibit B** and incorporated herein by this reference.

c. For Eligible Capital Services Costs, a completed "Application for Acceptance of District Eligible Costs - Capital Services Costs" attached hereto as **Exhibit C** and incorporated herein by this reference.

d. For an interest in land required for the construction of roadway, park, or storm ponds, or for land that is required to be dedicated for Public Infrastructure, a copy of pre-development appraisal, closing statement for the bulk land purchase, or assessed value records from the County Assessor or other sources.

e. Notwithstanding the provisions of Section 3.1, no Application for Acceptance of District Eligible Costs – Dedicated Public Infrastructure may be submitted to the extent such Application includes costs for Dedicated Public Infrastructure that has not received conditional acceptance from the applicable governmental entity, unless a) the District has Bond proceeds available to fund the full amount to be requested, and b) the District agrees to accept such Application. In such event, the provisions of Section 3.3 regarding the conduct of an inspection and issuance of an Inspection Report shall apply.



**3.2 Common Application Review Procedures - Eligible Public Infrastructure Costs.** Following receipt of a complete Application for Acceptance of District Eligible Costs as provided in Section 3.1 (a) or (b) above, the District shall promptly direct the following to occur:

a. The District shall direct the District Engineer to review the Application for Acceptance of District Eligible Costs to substantiate the District Eligible Costs associated with the Public Infrastructure proposed for reimbursement for the purpose of issuing an Engineer's Cost Certification. Such Engineer's Cost Certification shall be issued promptly upon completion of the Engineer's review. The Developer may dispute the conclusions set forth in the Engineer's Cost Certification, and the Parties shall attempt to resolve any such disputes in good faith, within 30 days of issuance thereof. In the event the Parties are not able to resolve such disputes within 30 days of the date of the Engineer's Cost Certification, the Parties shall submit the dispute to a Third-Party Engineering Firm, whose findings shall be binding on the Parties. The fees and expenses of the Third-Party Engineering Firm shall be split equally between the Parties, unless otherwise agreed.

b. Upon receipt of the Engineer's Cost Certification, the District shall direct the District Accountant to review the Engineer's Cost Certification and Application for Acceptance of District Eligible Costs and issue an Accountant's Cost Certification. The Developer may dispute the conclusions set forth in the Accountant's Cost Certification, and the Parties shall attempt to resolve any such dispute in good faith. In the event the Parties are not able to resolve such disputes within 30 days of the date of the Accountant's Cost Certification, the Parties shall submit the dispute to a Third-Party Accounting Firm, whose findings shall be binding on the Parties. The fees and expenses of the Third-Party Accounting Firm shall be split equally between the Parties.

**3.3 Additional Application Review Procedures - District Public Infrastructure.** In addition to the requirements set forth in Section 3.2, upon receipt of an Application for Acceptance of District Eligible Costs – District Public Infrastructure, the District shall promptly direct the following to occur:

a. The District Engineer, or other appropriate consultant engaged by the District according to the nature of the work being inspected, shall conduct an Inspection of the Public Infrastructure within 30 days of the submission of a complete Application for Acceptance of District Eligible Costs – District Public Infrastructure. If the Developer, or its representative, wants to join the Inspection of the Public Infrastructure it shall make a request to the District Engineer in writing and the District Engineer shall cooperate with Developer in connection with such request.

b. Within 14 days after the Inspection, the District Engineer shall issue a District Inspection Report that addresses the following:

- i. whether the Public Infrastructure has been constructed in substantial accordance with the Construction Drawings;
- ii. whether the Public Infrastructure is fit for its intended purpose; and

iii. whether any corrective work is necessary before declaring satisfaction of subsections (i) and (ii) hereof, in which case the District Inspection Report will include a punch list of such items.

c. If the District Inspection Report identifies any necessary corrective work, the Developer shall be responsible for correcting such work listed on the punch list to the reasonable satisfaction of the District. The Parties shall mutually agree on a date by which such corrective work must be completed, failing which the Application shall be deemed terminated. In such event, the Developer may submit a new Application to initiate the acceptance process anew. Within 30 days after the corrective work has been completed, the Engineer and the Developer shall jointly inspect the Public Infrastructure that was found to be defective, and upon a determination by the District that the corrective work is satisfactory, the District Engineer shall issue a new District Inspection Report for such Public Infrastructure.

d. The District and the Developer agree and acknowledge that, in the event that the District Engineer determines that the District Public Infrastructure, was completed in a manner that makes direct inspection of such District Public Infrastructure by the District Engineer (and issuance of the District Inspection Report) impossible or infeasible, then the Developer shall be required to obtain a Design Engineer's Certification to be issued to the District as a condition to acceptance.

3.4 **Application Review Procedures - Eligible Capital Services Costs.** Upon receipt of an Application for Acceptance of District Eligible Costs – Capital Services Costs using the form attached hereto as **Exhibit C**, the District shall promptly direct the District Accountant to review the invoices and other material presented to substantiate the District Eligible Costs and to issue an Accountant's Services Cost Certification. The Developer shall have a reasonable opportunity to dispute the conclusions set forth in the Accountant's Services Cost Certification, and the Parties shall attempt to resolve any such dispute in good faith. In the event the Parties are not able to resolve such disputes within 30 days of the date of the Accountant's Services Cost Certification, the Parties shall submit the dispute to a Third-Party Accounting Firm, whose findings shall be binding on the Parties. In such event, the fees and expenses of the Third-Party Accounting Firm shall be split equally between the Parties.

3.5 **Documentary Requirements in Exhibit Schedules.** The Developer acknowledges that the Exhibits contain additional documentary requirements that must be met, unless modified or waived by the District, as a condition to the adoption of any District Acceptance Resolution and agrees to satisfy same.

## ARTICLE 4

### DISTRICT ACCEPTANCE

4.1 **District Acceptance Resolution.** The Parties agree that no reimbursement shall be required under this Agreement unless and until the District has adopted a District Acceptance Resolution. Upon completion of the applicable Application Review Procedures described in Article III hereof, the District shall accept the District Eligible Costs and (if applicable) acquisition

of the District Public Infrastructure within a reasonable time thereafter, not to exceed 60 days. Such acceptance shall be evidenced by the District adopting a District Acceptance Resolution and thereupon the District Eligible Costs so accepted shall become Certified District Eligible Costs. The District Acceptance Resolution shall declare the satisfaction of the requirements of this Agreement, subject to any waivers or modifications of specific requirements as the District may, in its sole discretion, approve. The District Acceptance Resolution shall also address the means by which reimbursement is to occur, as contemplated in Section 5.1 hereof.

4.2 **Reimbursement Subject to Availability of Funds.** The obligation of the District to reimburse the Developer following adoption of an Acceptance Resolution shall be subject to availability of funds, and as otherwise provided in Section 5.1 hereof, however, the Parties agree that the District has no obligation to reimburse the Developer where the Developer or its affiliates is in default on the payment of any debt service assessments due on any property owned by the Developer within the boundaries of the District, which default has not been cured following appropriate notice and applicable cure periods, or where a default by the Developer has occurred and resulted in a foreclosure of any property within the boundaries of the District.

4.3 **District Acquisition Resolution.** Upon completion of the applicable Application Review Procedures described in Article III hereof. If it is determined by the District and Developer that there is District Public Infrastructure, the District shall acquire the District Public Infrastructure within a reasonable time thereafter, not to exceed 60 days. Such acquisition shall be evidenced by the District adopting a District Acquisition Resolution. The District Acquisition Resolution shall declare the satisfaction of the requirements of this Agreement, subject to any waivers or modifications of specific requirements as the District may, in its sole discretion, approve. For clarification, it is anticipated that there will not be any District Public Infrastructure.

## ARTICLE 5

### PAYMENT OF CERTIFIED DISTRICT ELIGIBLE COSTS

5.1 **Payment of Certified District Eligible Costs.** In connection with the adoption of a District Acceptance Resolution and satisfaction of any conditions to reimbursement as may be set forth therein, the District shall tender to the Developer, or any other entity as directed by the Developer, the amount of the Certified District Eligible Costs from the sources identified below in the following order of priority (unless otherwise agreed to by the Developer):

a. First, from the proceeds of Bonds (whether available at the time of adoption of a District Acceptance Resolution or at any time thereafter), in which case, within three (3) business days of adoption of a District Acceptance Resolution, the District shall make a requisition in the amount of the Certified District Eligible Costs from any project fund held by the bond trustee (or such lesser amount as may then be available in the project fund), which requisition shall direct that the bond trustee make payment of the applicable amount directly to the Developer. To the extent Bond proceeds are not available within three (3) business days of adoption of a District Acceptance Resolution, but subsequently become available upon a future Bond issuance, payment of Certified District Eligible Costs shall be made at closing, with such funds being issued directly to the Developer.

b. Second, from such funds as the District determines, in its sole and absolute discretion, to be available; and/or

c. Third, through the issuance of one or more Reimbursement Obligations.

**5.2 Limitation on Payment Source for Dedicated Improvements Not Conditionally Accepted.** Notwithstanding the foregoing, and subject to the provisions of 3.1.d hereof, reimbursement for Dedicated Public Infrastructure in advance of conditional acceptance by the applicable governmental entity shall be limited to proceeds from the issuance of Bonds available at the time of adoption of an Acceptance Resolution with respect to such Public Infrastructure.

**5.3 Interest Prior to Issuance of Reimbursement Obligations.** With respect to Certified District Eligible Costs recognized prior to the issuance of any Reimbursement Obligation, simple interest with no compounding shall accrue on unpaid Certified District Eligible Costs at the MMD Interest Rate (the “**Interest Rate**”). Such Interest Rate shall adjust on an annual basis.

Such interest shall accrue from the date of adoption of such District Acceptance Resolution to the earlier of the date Reimbursement Obligation is issued to evidence the Certified District Eligible Costs, or the date of repayment in full of the applicable Certified District Eligible Costs.

**5.4 Issuance of Reimbursement Obligations.** Subject to any limitations or restrictions contained in any loan or bond documents, the Governing Document and the conditions of this Section, upon request of the Developer, the District hereby agrees to issue to or at the direction of the Developer one or more Reimbursement Obligations to evidence any repayment obligation of the District then existing with respect to Certified District Eligible Costs, and interest accrued, under this Agreement. Such Reimbursement Obligations shall be payable solely from the sources identified in the Reimbursement Obligations, including, but not limited to, *ad valorem* property tax revenues of the District, and shall be secured by the District’s pledge to apply such revenues as required thereunder, unless otherwise consented to by the Developer. Such Reimbursement Obligations shall mature on a date or dates, subject to the limitation set forth herein, and bear interest at a market rate, to be determined at the time of issuance of such Reimbursement Obligations.

a. In connection with the issuance of any such Reimbursement Obligation, the District shall make such filings as it may be deemed necessary to comply with the provisions of [Utah Code Section 17D-4-301](#), as amended.

b. To the extent such Reimbursement Obligations may be issued as tax-exempt obligations, and upon the request of the Developer, such obligations shall be issued with a tax-exempt opinion of nationally recognized bond counsel.

c. The District shall bear the costs of issuance of the Reimbursement Obligations.

d. The terms of this Agreement may be used to construe the intent of the Parties in connection with issuance of any Reimbursement Obligations and shall be read as nearly as possible to make the provisions of any Reimbursement Obligations and this

Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the terms of any Reimbursement Obligations, the terms of such Reimbursement Obligations shall prevail.

## ARTICLE 6

### TERMINATION

#### 6.1 **Termination of Obligation to Reimburse.**

a. Notwithstanding any provision in this Agreement to the contrary, this Agreement and the District's obligation to reimburse the Developer for any and all Certified District Eligible Costs not converted to Reimbursement Obligations shall terminate automatically and be of no further force or effect upon the occurrence of: (i) the Developer's voluntary dissolution, liquidation and winding up; (ii) administrative dissolution (or other legal process not initiated by the Developer, dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (iii) the initiation of bankruptcy, receivership or similar process or actions with regard to the Developer (whether voluntary or involuntary). The termination of this Agreement and the District's reimbursement obligations set forth herein shall be absolute and binding upon the Developer and its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement, in the event that any of the occurrences described in this Section occur.

b. Furthermore, this Agreement and the District's obligations under this Agreement to reimburse the Developer shall terminate at the earlier of the repayment in full of the Certified District Eligible Costs or at the expiration of the Maximum Repayment Term. The Parties hereby agree and acknowledge that, upon the termination date set forth in the preceding sentence, any obligation of the District to reimburse the Developer for amounts due and outstanding under this Agreement, including accrued interest, shall be forgiven in its entirety, generally and unconditionally released, waived, acquitted and forever discharged, and shall be deemed a contribution to the District by the Developer and there shall be no further obligation of the District to pay or reimburse the Developer with respect to such amounts. This limitation shall not apply to Reimbursement Obligations, which shall mature in accordance with their terms.

## ARTICLE 7

### MISCELLANEOUS

7.1 **Default/Remedies.** In the event of a breach or default of this Agreement by any Party, the non-defaulting Party, after having given notice to the other Party and a 30 day period to cure said breach or default, shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees, expert witness fees and court costs.

7.2 **Time Is of the Essence/Modification of Performance Dates.** Time is of the essence hereof; provided, however, that if the last day permitted or otherwise determined for the performance of any required act under this Agreement falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated. Notwithstanding the foregoing, any date specified for completion of any required act by either Party hereunder may be modified upon the mutual agreement of the Parties.

7.3 **Indemnification.** The Developer hereby agrees to indemnify and save harmless the District from all claims and/or causes of action, including but not limited to mechanic's liens, arising out of the fraudulent misrepresentation or misstatement in connection with the Developer's performance of its obligations hereunder.

7.4 **Notices.** All notices, demands and communications (collectively, "Notices") under this Agreement shall be delivered or sent, addressed to the address of the intended recipient set forth below or such other address as a Party may designate by notice pursuant to this Section, by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, or (c) sent by confirmed facsimile transmission or email. Notices shall be deemed given either one business day after delivery to the overnight carrier, three days after being mailed as provided in clause (a) or (b) above, or upon confirmed delivery as provided in clause (c) above.

To the District:                      Slate Canyon Public Infrastructure District  
c/o White Bear Ankele Tanaka & Waldron  
350 E. 400 S, #2301  
Salt Lake City, UT 84111  
Attention: Megan Murphy  
(303) 858-1800  
Email: [mmurphy@wbapc.com](mailto:mmurphy@wbapc.com)

To the Developer:                      Lennar Homes of Utah, LLC  
1100 W. Traverse Pkwy, Suite 300  
Lehi, UT 84043

7.5 **Amendments.** This Agreement may only be amended or modified by a writing executed by the Parties.

7.6 **Severability.** If any portion of this Agreement is declared by any court of competent jurisdiction to be illegal, void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such illegal, void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7.7 **Governing Law/Venue.** This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Utah, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Utah. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located.

7.8 **No Assignment.** This Agreement may not be assigned by either Party and any attempt to do so shall be null and void.

7.9 **Authority.** By execution hereof, the District and the Developer represent and warrant that their representative signing hereunder has full power and lawful authority to execute this Agreement and to bind the respective Party to the terms hereof.

7.10 **Entire Agreement.** This Agreement constitutes and represents the entire, integrated agreement between the Parties with respect to the matters set forth herein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date set forth above.

7.11 **Inurement.** The terms of this Agreement shall be binding upon and inure to the benefit of the Parties as well as their respective successors.

7.12 **Legal Existence.** The District will maintain its legal identity and existence so long as any of the advanced amounts contemplated herein remain outstanding. The foregoing statement shall apply unless, by operation of law, another legal entity succeeds to the liabilities and rights of the District without materially adversely affecting the Developer's privileges and rights under this Agreement.

7.13 **Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Governmental Immunity Act of Utah, [Utah Code Section 63G-7-101](#), *et. seq.*

7.14 **Negotiated Provisions.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

7.15 **Parties Interested /No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim

or right of action by any other third parties. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.16 **Electronic Storage and Execution.** The Parties agree that the transactions described herein may be conducted and related documents may be signed and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of electronically signed and stored documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Without limiting the foregoing, the Parties agree that in the event that any individual or individuals who are authorized to execute or consent to this Agreement on behalf of the District or the Developer are not able to be physically present to manually sign this Agreement or any amendments or consents thereto, that such individual or individuals are hereby authorized to execute the same electronically via an electronic signature. Any electronic signature so affixed to this Agreement or any amendments or consents thereto shall carry the full legal force and effect of any original, handwritten signature.

7.17 **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

*[The remainder of this page intentionally left blank. Signature page follows.]*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**

**SLATE CANYON PUBLIC  
INFRASTRUCTURE DISTRICT**, a political  
subdivision and body corporate and politic of the  
State of Utah

By: \_\_\_\_\_  
Officer of the District

**ATTEST:**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

**DEVELOPER:**

**LENNAR HOMES OF UTAH**, a Delaware limited  
liability company

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## EXHIBIT A

### Application for Acceptance of District Eligible Costs Dedicated Public Infrastructure

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Daytime Phone #:** \_\_\_\_\_

**Alt. Phone / Cell:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**The District Engineer shall provide a table showing the categories; ownership entity; whether final, preliminary, or conditional acceptance has been achieved, and the proposed District Eligible Costs therefore.**

By its signature below, the Applicant certifies that this Application for Acceptance of District Eligible Costs - Dedicated Public Infrastructure and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and that the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Infrastructure Acquisition and Reimbursement Agreement.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Schedule 1 Documentary Requirements

In addition to the requirements set forth in Section 3.2 of this Agreement, the following additional documentary requirements apply in connection with the Application for Acceptance of District Eligible Costs – Dedicated Public Infrastructure, per **Exhibit A**:

| <b>Public Infrastructure that has been finally accepted by the applicable governmental entity</b>                                                                         | <b>Public Infrastructure conditionally accepted by the applicable governmental entity</b>                                                                                                                                       | <b>Public Infrastructure prior to conditional or final acceptance by the applicable governmental entity</b>                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If applicable, development agreement or similar.                                                                                                                          | If applicable, development agreement or similar.                                                                                                                                                                                | If applicable, development agreement or similar.                                                                                                                                                                                                                                                                    |
| Construction Drawings.                                                                                                                                                    | Construction Drawings.                                                                                                                                                                                                          | Construction Drawings.                                                                                                                                                                                                                                                                                              |
| The preliminary or final plat.                                                                                                                                            | The preliminary or final plat.                                                                                                                                                                                                  | The preliminary or final plat.                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                           |                                                                                                                                                                                                                                 | Contracts and approved change orders.                                                                                                                                                                                                                                                                               |
| An itemized list of all hard improvement costs, which may include invoices or bids, and sufficient evidence of payment.                                                   | An itemized list of all hard improvement costs, which may include invoices or bids, along with unconditional lien waivers from the general contractor or other sufficient evidence of payment.                                  | Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, together with an Indemnification Agreement that shall be executed by Developer and the District in the form attached to this Agreement as <u>Exhibit D</u> (“ <b>Indemnification Agreement</b> ”) |
| Invoices and evidence of payment for soft costs (consultants, testing, project management, etc.).                                                                         | Invoices and evidence of payment for soft costs (consultants, testing, project management, etc.).                                                                                                                               |                                                                                                                                                                                                                                                                                                                     |
| A letter from the governmental entity (or equivalent initial written approval) to which the Public Infrastructure is being dedicated evidencing the governmental entity’s | A letter from the governmental entity (or equivalent initial written approval) to which the Public Infrastructure is being dedicated evidencing the governmental entity’s conditional acceptance of such Public Infrastructure. |                                                                                                                                                                                                                                                                                                                     |

|                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| final acceptance of such Public Infrastructure.                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                      |
| If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District. | If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District.                                                                                                                                                                                                                                                                                                                                                                              | If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District.                                                                                                                                                                                                                                                                                      |
| If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.        | If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.                                                                                                                                                                                                                                                                                                                                                                                     | If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.                                                                                                                                                                                                                                                                                             |
|                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | A license agreement or equivalent document from the jurisdiction to which the Public Infrastructure is to be dedicated, authorizing the District to enter onto public right-of-way and the Public Infrastructure to conduct any construction, installation, or maintenance of the Public Infrastructure in the event the Developer fails to do so.                                                                   |
|                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Design Engineer Certification                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                 | Submission of a letter or agreement in form and substance satisfactory to the District addressing: a) the Developer's obligation to undertake all steps necessary to achieve final acceptance of the Public Infrastructure by the appropriate governmental entity, and b) to the extent not otherwise performed by the governmental entity having conditionally accepted such Public Infrastructure, the Developer's obligation to maintain such Public Infrastructure until final acceptance thereof by the | A letter agreement in form and substance satisfactory to the District establishing: a) the Developer's obligation to undertake all steps necessary to achieve dedication to and final acceptance of the Public Infrastructure by the appropriate governmental entity and, b) the Developer's obligation to maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity. |

|                                                                                                                                                                                                       |                                                                                                                                                                                                       |                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                       | applicable governmental entity.                                                                                                                                                                       |                                                                                                                                                                                                       |
| Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification. | Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification. | Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification. |

**EXHIBIT B**

**Application for Acceptance of District Eligible Costs  
District Public Infrastructure**

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Daytime Phone #:** \_\_\_\_\_

**Alt. Phone / Cell:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**District Engineer shall provide a table showing the categories; ownership entity; whether final, preliminary, or conditional acceptance has been achieved, and the proposed District Eligible Costs therefore.**

By its signature below, the Applicant certifies that this Application for Acceptance of District Eligible Costs - District Public Infrastructure by the District and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and that the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Infrastructure Acquisition and Reimbursement Agreement.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Schedule 1 Documentary Requirements

In addition to the requirements set forth in Section 3.3 of this Agreement, the following additional documentary requirements apply in connection with the Application for Acceptance of District Eligible Costs – District Public Infrastructure, per **Exhibit B**:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Public Infrastructure that is to be owned by the District</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| If applicable, development agreement or similar.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Construction Drawings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| The preliminary or final plat.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Contracts and approved change orders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, together with an Indemnification Agreement executed by Developer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| A license agreement or equivalent document from the jurisdiction to which the Public Infrastructure is to be dedicated, authorizing the District to enter onto public right-of-way and the Public Infrastructure to conduct any construction, installation, or maintenance of the Public Infrastructure in the event the Developer fails to do so.                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Design Engineer Certification.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| A letter agreement in form and substance satisfactory to the District establishing: a) the Developer's obligation to undertake all steps necessary to achieve dedication to and final acceptance of the Public Infrastructure by the appropriate governmental entity and, b) the Developer's obligation to maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity.                                                                                                                                                                                                                                                                                                                                                     |
| Evidence satisfactory to the District that any and all real property interests necessary to permit the District's use and occupancy of the Public Infrastructure have been granted, or, in the discretion of the District, assurances acceptable to the District that the Developer will execute or cause to be executed such instruments as shall satisfy this requirement. If the District is to assume ownership of any real property, a title commitment and form of Special Warranty Deed, in a form acceptable to the District, conveying the real property subject to Statutory Exceptions; provided, however, that no Statutory Exceptions shall materially interfere with the District's use, maintenance, repair, or replacement of the Public Infrastructure. |
| Assignment of any warranties or guaranties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Any operation and maintenance manuals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Evidence that any underground facilities are electronically locatable (if applicable).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Approved landscape plan and certification by a landscape architect or engineer that all landscape improvements were installed in accordance with the approved landscape plan(s) (if applicable).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Test results for improvements conforming to industry standards (compaction test results, concrete tickets, hardscape test results, cut-sheets, etc.) (if applicable).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Pressure test results for any irrigation system (if applicable).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A Warranty Agreement, in form and substance acceptable to the District, providing that the Developer will immediately correct or replace any Public Infrastructure that is defective to the reasonable satisfaction of the District at the Developer's sole expense for a period of one year. |
| An executed Bill of Sale for the Public Infrastructure in form and substance acceptable to the District.                                                                                                                                                                                      |
| Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification.                                                                                         |



## EXHIBIT C

### Application for Acceptance of District Eligible Costs Capital Services Costs

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Daytime Phone #:** \_\_\_\_\_

**Alt. Phone / Cell:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Description of the nature of the Eligible Service Costs and the relation to Public Infrastructure, as applicable:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By its signature below, the Applicant certifies that this Application for Acceptance of Eligible Service Costs and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and that the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Infrastructure Acquisition and Reimbursement Agreement.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Schedule 1**  
**Documentary Requirements**

In addition to the requirements set forth in Section 3.4 of this Agreement, the following additional documentary requirements apply in connection with the Application for Acceptance of District Eligible Costs – Service Costs, per **Exhibit C**:

|                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, together with an Indemnification Agreement executed by Developer. |
| Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Accountant Cost Certification.               |

## INDEMNIFICATION AGREEMENT

This **INDEMNIFICATION AGREEMENT** (the “**Agreement**”) is entered into \_\_\_\_\_, by and between **SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT**, a political subdivision and body corporate and politic of the State of Utah (the “**District**”), and **LENNAR HOMES OF UTAH, LLC**, a Delaware limited liability company (“**Developer**”). The District and Developer are collectively referred to as the “**Parties**”.

### RECITALS

WHEREAS, the District and Developer entered into a Infrastructure Acquisition and Reimbursement Agreement dated \_\_\_\_\_, 202\_\_ (the “**Infrastructure Agreement**”); and

WHEREAS, Developer has requested the District accept and acquire the District Public Infrastructure (as defined in the Infrastructure Agreement), as more particularly described on the attached **Exhibit A** (the “**Public Infrastructure**”); and

WHEREAS, pursuant to the Infrastructure Agreement, one condition precedent of the District’s acceptance of the Public Infrastructure is an Indemnification Agreement, whereby Developer agrees to indemnify the District for any mechanic or materialman’s liens from suppliers and subcontractors for labor performed or materials used or furnished in the construction of the Public Infrastructure;

WHEREAS, the District and Developer desire to enter into this Agreement whereby Developer agrees to indemnify, defend, and hold harmless the District against any mechanics’ liens filed by contractors, subcontractors, material providers or suppliers that performed work on or provided materials for the Public Infrastructure.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

### COVENANTS AND AGREEMENTS

1. Developer Representations. Developer, to induce the District to acquire the Public Infrastructure, does hereby make the following representations to the District, with full knowledge and intent that the District will rely thereon:

a. There are no judgments, claims, or lawsuits against Developer in relation to the Public Infrastructure as of the date first set forth above;

b. All contractors, subcontractors, material providers and suppliers who furnished services, labor or materials in connection with the construction of the Public Infrastructure up to and through the date first set forth above have been paid; and

2. Indemnification. Developer shall at all times indemnify, defend and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and/or liens for labor performed or materials used or furnished in the construction of the Public Infrastructure, including any costs and expenses incurred by the District in the defense

of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, Developer will immediately cause the effect of any suit or lien to be removed from the Public Infrastructure. In the event Developer fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by Developer. In the event a suit on such claim or lien is brought, Developer will, at the option of the District, defend the District in said suit at its own cost and expense, with counsel satisfactory to the District, and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the court in such suit. Developer may litigate any such lien or suit, provided Developer causes the effect thereof to be removed promptly in advance from the Public Infrastructure. This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense.

3. Applicable Laws. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Utah, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Utah. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located.

4. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District, pursuant to the Governmental Immunity Act of Utah, [Utah Code Section 63G-7-101](#), *et seq.*

5. Severability. If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained herein, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

6. Counterpart Execution. This Agreement may be executed in counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**

**SLATE CANYON PUBLIC  
INFRASTRUCTURE DISTRICT**, a political  
subdivision and body corporate and politic of the  
State of Utah

By: \_\_\_\_\_  
Officer of the District

**ATTEST:**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

**DEVELOPER:**

**LENNAR HOMES OF UTAH, LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**To Indemnification Agreement**

**Public Infrastructure**