

RESOLUTION 04-02-2022

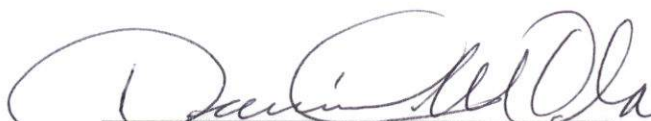
A RESOLUTION OF SANTAQUIN CITY APPROVING A FOURTH AMENDMENT TO THE AHLIN PROPERTY DEVELOPMENT AGREEMENT REGARDING THE CLARIFICATION AND MODIFICATION OF CERTAIN DEVELOPMENT PARAMETERS BETWEEN SANTAQUIN CITY AND DR HORTON, INC.


- A. **WHEREAS**, the Annexation and Development Agreement for the Ahlin Annexation Project Area was entered into October 18, 2000 and was recorded in the official records of the Utah County Recorder December 11, 2000 as Entry No. 97996:2000, (the Annexation and Development Agreement”); and
- B. **WHEREAS**, the First Amendment to the Ahlin Annexation and Development Agreement was entered into March 5, 2014 and was recorded in the official records of the Utah County Recorder March 6, 2014 as Entry No. 15215:2014, (the “First Amendment”); and
- C. **WHEREAS**, the Second Amendment to the Ahlin Annexation and Development Agreement was entered into February 5, 2019 and was recorded in the official records of the Utah County Recorder February 15, 2019 as Entry No. 12603:2019, (the “Second Amendment”); and
- D. **WHEREAS**, the Third Amendment to the Ahlin Annexation and Development Agreement was entered into February 4, 2020 and was recorded in the official records of the Utah County Recorder March 13, 2020 as Entry No. 32698:2020, (the “Third Amendment”); and
- E. **WHEREAS**, DR Horton, Inc. subsequently acquired full interest in the remainder of the real property that was previously owned by Salisbury Land Development, LLC, Salisbury Land, LLC, and Salisbury Developers, Inc. (as previously identified in the Third Amendment), making them party to all rights, responsibilities, and obligations under the Development Agreement; and
- F. **WHEREAS**, the Parties desire to enter into this Agreement to clarify and modify certain development parameters for the Property as more particularly set forth herein; and

NOW THEREFORE, LET IT BE RESOLVED, that the governing body of Santaquin City approves the Fourth Amendment to the Ahlin Annexation and Development Agreement between Santaquin City and DR Horton, Inc. which clarifies and modifies certain development parameters (See Attached).

Approved the 19th day of April, 2022.

Attest:


Daniel M. Olson, Santaquin City Mayor


Amalie R. Ottley, City Recorder



REIMBURSEMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS REIMBURSEMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this “**Agreement**”) is executed to be effective as of the 20th 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.

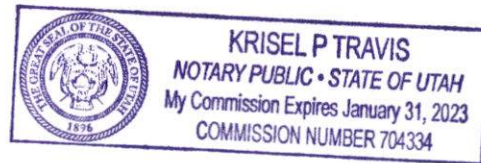
2. Horton shall indemnify and hold Santaquin City harmless from any and all claim(s) arising from Santaquin City’s reimbursement to Horton pursuant to this Agreement: including but not limited to claims by or from Salisbury Land Development LLC, Salisbury Land LLC, and/or Salisbury Developers Inc., or 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: BA Mann
Name: BOYD A. MANN
Title: V.P.
Date of Execution: 4.20, 2022


Krisel P Travis
NOTARY PUBLIC



SANTAQUIN CITY

By: 
Name: Daniel M. Olson
Title: Mayor
Date of Execution: Apr. 25th, 2022

Attest:


Amalie R. Ottley, City Recorder

