

**RESOLUTION 22-10**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
ADOPTING A LEASE AGREEMENT FOR PROPERTIES  
AT 1372 AND 1380 E CANYON DRIVE**

**WHEREAS**, South Weber City owns improved property at both 1372 E and 1380 E Canyon Drive landscaped with natural vegetation; and

**WHEREAS**, Keith Christensen wishes to store equipment on the property in exchange for maintenance; and

**WHEREAS**, the city desires to have the property maintained at minimal cost;


**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Adoption:** The Council adopts the lease agreement allowing Keith Christensen to store equipment at the property located at 1372 E and 1380 E Canyon Drive for a period of 12 months in exchange for maintaining the property as outlined in the Grant of License and Release of Liability document attached herein as Exhibit 1.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 8<sup>th</sup> day of February 2022.

Roll call vote is as follows:		
Council Member Dills	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

  
Rod Westbroek, Mayor

  
Attest: Lisa Smith, Recorder



**EXHIBIT 1**  
**GRANT OF LICENSE AND RELEASE OF**  
**LIABILITY**

## **GRANT OF LICENSE AND RELEASE OF LIABILITY**

This GRANT OF LICENSE AND RELEASE OF LIABILITY ("Agreement") is made and entered into this 8th day of February 2022 ("Effective Date") by and between the City of South Weber, a municipal corporation ("City"), and Keith Christensen, an individual ("Licensee"). The City and Licensee shall hereinafter be referred to collectively as the "Parties" and individually as a "Party."

### **RECITALS**

1. The City owns an unnumbered parcel of property located north of Canyon Drive and south of Interstate 84 between parcel numbers 1330005 and 130110001 (the "Property"), which parcels are located at 1372 E and 1380 E Canyon Drive, South Weber, Utah, respectively.
2. Licensee wishes to store machinery and equipment on the Property.
3. The Property is an improved area without landscaping of any sod, trees, shrubs, or the like. The City keeps the Property in a state of natural vegetation as to not incur landscape maintenance costs and labor.
4. Licensee desires to use the Property to store equipment and machinery.
5. City desires to avoid the expenses associated with maintaining the Property free of weeds and debris.

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby contract and agree as follows:

1. **Recitals**: The above recitals and the immediately preceding introductory and identification paragraph are hereby incorporated herein by this reference and made a part of hereof.

2. **Consideration:** City hereby grants Licensee a license to store machinery and equipment on the Property subject and according to the terms of this Agreement, and as limited to the Licensee's use set forth herein (the "License").

3. **License and Use of Property:** Licensee shall access the Property from Canyon Drive. Licensee shall maintain the Property in a manner including, but not limited to, keeping the area free from all excessive weeds, waste, debris, or similar material. Licensee shall not construct or place upon the Property any permanent structures, buildings, or other non-portable man-made items. Licensee shall keep the Property free from all garbage and other debris and shall fix and repair the Property if damaged by Licensee's use of said parcel, including, but not limited to, its use by any Licensee invitees, agents, family members, guests and contractors.

The Licensee shall not improve, alter or modify the Property in any way. The Licensee must receive written permission from the City, which the City shall be allowed to grant at its sole discretion, to improve the Property in any way, including, but not limited to, digging, excavating, construction of utility services or structures, planting trees, shrubs or any other vegetation, or doing anything to the Property other than store equipment and machinery consistent with the limitations of this Agreement. Licensee agrees that Licensee's use of the Property may be limited from time to time based upon the City's needs with respect to the Property.

Licensee shall not use or allowed to be used the Property for any purpose or in any manner inconsistent with federal, state and local laws, ordinances or regulations, or with the property rights of others as may be determined in the City's sole discretion. Licensee shall not use the License or Property for any business purpose, whether or not consistent with the terms of the License. Licensee shall use the Property in any manner inconsistent with this Agreement or City zoning ordinances. Licensee's use of the Property shall be limited to that acreage that is owned by the City. Licensee shall not deposit or

allowed to be deposited upon or within the Property any material considered to be hazardous under any lawful definition of the same (e.g., fuel, oil, or mechanical fluids).

4. **Termination and Alienation of License:** Should the Licensee fail to use the Property as per this Agreement as determined by the City Manager or the City's Public Works Director, the License, and any and all corresponding duties and obligations of the City, shall become null and void hereunder and shall be terminated and no longer of any use or effect. All other non-License provisions of this Agreement shall survive termination of the License. Upon termination of the License and/or Licensee's abandonment of the Property, Licensee shall restore or cause to be restored the Property to its pre-License condition and shall repair or replace as required any damage to the Property, including the functional aspects of the Property. The License is not transferable in whole or in part, and may not otherwise be assigned, pledged, encumbered or in any way alienated.

5. **Improvements:** All improvements to the Property are the sole property of the City. Owner does not retain any ownership, vested right, or entitlement to any of the improvements, or use of the Property except at the sole discretion of the City and the use thereof as per the terms of this Agreement.

6. **Indemnification:** Licensee hereby agrees to hold harmless, defend, indemnify and release the City, and all of its officers, administrators, council members, employees and attorneys from any and all claims, demands, liability, damages, judgments, suits, fees, including attorney's fees, and fines of any type or nature, both known and unknown, present and future, including any which arise after termination of the License which arise from or are in anyway related to Licensee's use of the Property and performance of this Agreement, including Licensee's conduct, negligence and intentional wrongdoing (collectively "Claims"); as well as those Claims suffered by the Licensee or Licensee's property or Licensee's guests and invitees and their property, which arise from, or are in any way

connected with use, access, or entrance upon the Property. Third party use of the Property is prohibited. Licensee's use of the Property shall forever be at Licensee's sole risk and consequence.

7. **Amendment.** Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, and signed by the Parties, unless it is permitted to be unilateral per the terms of this Agreement.

8. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable by any authority with proper jurisdiction, such declaration shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as long as the effect, consideration and material intent of this Agreement as to each Party are maintained and achieved.

9. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

10. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions. No waiver shall be binding unless executed in writing by the waiving Party.

11. **Captions.** The Captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

12. **Default.** In the event of any default by any Party or Parties under the terms of this Agreement, the non-defaulting Party or Parties shall, in addition to any other legal remedy or remedies, be entitled to collect from the defaulting Party or Parties all costs and attorney's fees reasonably incurred in enforcing this Agreement, regardless of whether suit is instituted or whether such fees or costs are incurred in connection with any bankruptcy matter or proceeding.

13. **Knowledge.** The undersigned have read this Agreement and understand all of its terms. Furthermore, both Parties have sought, or had the opportunity to seek and have rejected, legal representation in this matter, and agree that the language shall not be construed against the author of the

document. Licensee has conducted all necessary due diligence and/or investigation in and to the Property and all matters regarding it, or has voluntarily waived all or a portion of such due diligence and/or investigation and have satisfied all concerns, if any, accordingly, and have done so, and hereby enter this Agreement, without reliance upon any representation made or implied by the City, including, but not limited to, its representatives, agents, attorneys, employees, officers and managers.

14. **No Representations or Warranties.** The License is granted, and Licensee hereby accepts said License and the property or Property subject to it, free from any and all express and implied warranties of any type or condition. Accordingly, the same are hereby expressly waived and the Licensee accepts the License and its subject property (the Property) in an “As Is” condition. Except for the duties, obligations and warranties of the Parties expressly set forth herein, including each Party’s representation and warranty that each Party has authority to sign for and bind themselves and the persons or entities for whom they sign as set forth below, the Parties make no representations or warranties of any kind or nature whatsoever.

15. **Insurance.** To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys’ fees, arising from the negligence, recklessness or willful misconduct of the Licensee or third-party users of the Licensees’ horses in the use of the City Property. Licensee shall procure and maintain the following insurance policies in these minimum amounts: Insurance of General Liability Coverage, one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage shall apply to the use of the horse(s) upon the Property or housing and/or harboring horses upon the Property under this Agreement.

16. **Term.** The term of this agreement is twelve (12) calendar months beginning on the Effective Date and ending on February 8, 2023. It shall continue from year to year thereafter unless terminated

by one of both parties. Either party may terminated this agreement by giving sixty (60) days written notice to the other party. The City Manager may terminate immediately in the case of public emergency or public safety crisis.

SIGNED and EXECUTED as of the day and year set forth below.

**Keith Christensen**

\_\_\_\_\_  
Keith Christensen

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

**THE CITY OF SOUTH WEBER, A UTAH MUNICIPAL CORPORATION**

\_\_\_\_\_  
BY: David Larson  
ITS: City Manager

\_\_\_\_\_  
DATE

Attest:

\_\_\_\_\_  
City Recorder