

RESOLUTION 17-28

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AMENDING A DONATION AGREEMENT REF: RESOLUTIONS 13-09, 08-57, & 99-042

WHEREAS, on December 14, 1999 the City accepted a donation of property from the Verlo Petersen Family (a portion of parcel 13-018-0040) and entered into a Donation Agreement for said property;

WHEREAS, on December 9, 2008 the City accepted a donation of property from the Petersen Family Trust (parcel 13-023-0162 and part of parcel 13-018-0048) with no restrictions for the use of said property;

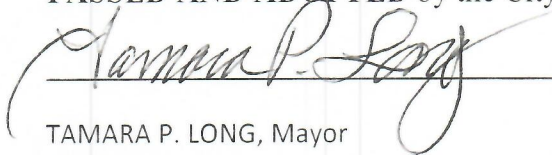
WHEREAS, on May 14, 2013 the City accepted an amendment to the conditions of each of the property donations as requested by the Petersen family;

WHEREAS, the Petersen family has expressed a desire to amend the property agreement again to reconvey a portion of parcel 13-018-0067 and to amend conditions on the use of said remainder property; and

WHEREAS, the City Council has reviewed the conditions of the second amendment to the donation agreement and found it to be acceptable.

NOW THEREFORE, BE IT RESOLVED, by the City Council of South Weber City, Utah, to approve the Second Amendment to the Donation Agreement, attached hereto.

PASSED AND ADOPTED by the City Council on this 20th day of June 2017.

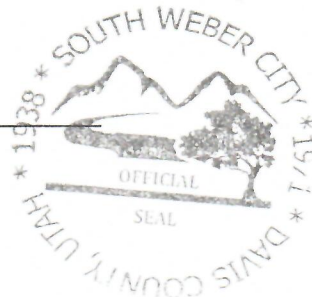


TAMARA P. LONG, Mayor
South Weber City

ATTEST:



Elyse Greiner, City Recorder



Roll call vote is as follows:

Mr. Taylor	<input checked="" type="radio"/> yes	<input type="radio"/> no
Mr. Hyer	<input checked="" type="radio"/> yes	<input type="radio"/> no
Mrs. Sjoblom	<input checked="" type="radio"/> yes	<input type="radio"/> no
Mr. Casas	<input checked="" type="radio"/> yes	<input type="radio"/> no
Mr. Winsor	<input checked="" type="radio"/> yes	<input type="radio"/> no

**SECOND AMENDMENT
TO THE DONATION AGREEMENT AMENDMENT DATED JUNE 5, 2013**

This Second Amendment to the Donation Agreement Amendment Dated June 5, 2013 ("Second Amendment") is made and entered into effective the 29 Day of JUNE, 2017 by and between the Verlo L. Petersen and Iris C. Petersen Family Trust dated June 26, 1992, Iris C. Petersen, Trustee ("Family") and South Weber City ("City").

RECITALS

WHEREAS, on December 14, 1999 the City accepted a donation of property from the Verlo Petersen Family (parcel 13-018-0049) and entered into a Donation Agreement for said property (a copy of which is attached hereto as Exhibit A); and

WHEREAS, on December 9, 2008 the City accepted a donation of property from the Petersen Family Trust regarding parcels 13-020-0054 and parcel 13-018-0067 with no restrictions for the use of said property (a copy of which is attached hereto as Exhibit B); and

WHEREAS, the provisions of the two donations were amended by the Donation Agreement Amendment dated June 5, 2013 and Adopted May 14, 2013(a copy of which is attached hereto as Exhibit C); and

WHEREAS, the parties now desire to further amend the two donations and the Donation Agreement Amendment to reflect the changing attitudes regarding said parcels as follows;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

The Donation Agreement Amendment dated June 5, 2013 which the City approved by Resolution 13-09, the Donation Agreement accepted December 14, 1999 and the Donation Agreement accepted December 9, 2008, are hereby amended in the following particulars:

1. The Family does hereby release land parcels 13-020-0054 and 13-018-0067, which were donated to the City under Resolution 08-57, from any and all restrictions and uses, including but not limited to the sale or lease thereof to a third party for City financial purposes, thereby eliminating any Family restrictions that said parcels had been specifically donated to be developed by the City for the benefit of the community, and further releasing any reference that they are or were to be used as a City Park or Cemetery.
2. The City shall convey to Family a small portion of parcel 13-018-0067 previously donated to the City by the Family in Resolution 08-57, and more specifically described as Parcel A attached hereto as Exhibit D.
3. The Family does hereby release parcel 13-018-0049, being the "barn parcel," previously donated to City and accepted by City by Resolution 99-042, from any restrictions regarding its use or lease to a third party during that period prior to public park or recreation facilities being developed thereon, subject to the terms of this Second Amendment. Any use or lease by the City, its assigns or lessees during this pre-park development period shall be in accordance with maintaining the property's value in compliance with future park plans. Any uses allowing for the maintenance of animals shall not harm the prospective park land value and shall require tenant/lessee fencing specifically designed to contain the

animals and protect the properties adjacent to this parcel. Use of the existing barn or sheds by any animals shall be strictly prohibited and animal fencing by the tenant/lessee shall be required to prevent tenant/lessee animals from entering or damaging the exterior or any part thereof. All ingress and egress to the "barn parcel" shall go through City property.

4. The following reservations shall continue through June 5, 2033 on the remaining properties donated to the City:

- A. Development by the City of the remaining donated parcel 13-018-0049 shall be limited for the use of a Public Park or recreation facilities;
- B. Use by the Family, it's successors and or assigns of the donated parcels 13-018-0049, 13-020-0054, and the remainder parcel part of 13-018-0067 less and excepting Parcel A, shown as Exhibit D, as "open-space" by definition herein as a density calculation when developing units within residential zones on the remaining Petersen Farms and Grubb Meadow parcels.

5. Except as specifically identified herein, all other items of the 2013 Donation Agreement Amendment shall remain in full force and effect.

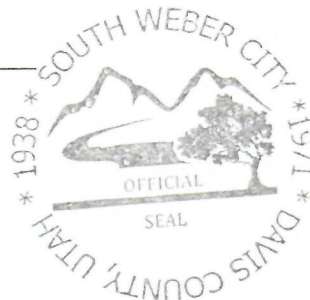
SOUTH WEBER CITY

VERLO L. PETERSEN AND IRIS C. PETERSEN FAMILY TRUST dated June 26, 1992

Tom South
City Manager

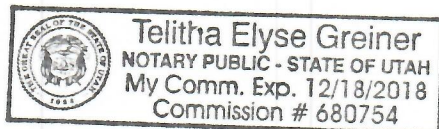
Iris C. Petersen
Iris C. Petersen, Trustee

Elyse Greiner
City Recorder



State of Utah)
):ss.
County of Davis)

The foregoing instrument was acknowledged before me this 29 day of June, 2017 by Iris C. Petersen.



Telitha Elyse Greiner

Notary Public

RESOLUTION 99-042

**ACCEPTANCE OF PROPERTY FROM VERLO PETERSEN FAMILY
PARCEL 13-018-0040**

WHEREAS, the Verlo Petersen family desires to donate approximately one acre of property from the most northerly portion of parcel 13-018-0040 to the City to be used as a park; and,

WHEREAS, the South Weber City Council desires to increase the City's park land;

WHEREAS, the Planning Commission approved the acceptance of this property on 9 December 1999 with conditions;

BE IT HEREBY RESOLVED, by the City Council of South Weber City, State of Utah, that South Weber City, Utah, will hereby accept a quit claim deed containing 1.42 acres of property located approximately southwest of 6930 South 475 East with conditions as stated in the Donation Agreement as attached.


LEGAL DESCRIPTIONS

PARCEL 13-018-0040- SEE ATTACHED

PASSED AND ADOPTED by the City Council of South Weber this 14th day of December 1999.

MAYOR: 
HENRY J. DICKAMORE

ATTEST:


GINGER L. MILLER
City Recorder

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref. _____
Mail tax notice to _____ Address _____

WARRANTY DEED

VERLO L. PETERSEN AND IRIS C. PETERSEN, TRUSTEES OF THE PETERSEN FAMILY TRUST grantor
DATED JUNE 26TH, 1992
of SOUTH WEBER, County of DAVIS, State of Utah, hereby
CONVEY and WARRANT to SOUTH WEBER CITY

grantee
of SOUTH WEBER, County OF DAVIS, State of Utah
for the sum of TEN AND NO/100 DOLLARS

the following described tract of land in DAVIS County,
State of Utah, to-wit:

EXHIBIT "B" ATTACHED SUBJECT TO THE TERMS OF THAT CERTAIN AGREEMENT
APPROVED BY CITY COUNCIL RES. 99-042 ON DECEMBER 14TH, 1999.

WITNESS the hand of said grantor, this 27TH day of DECEMBER A. D. 1999

Signed in the presence of

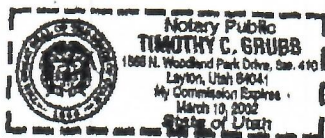
Verlo L. Petersen TRUSTEE
VERLO L. PETERSEN, TRUSTEE
Iris C. Petersen TRUSTEE
IRIS C. PETERSEN, TRUSTEE

STATE OF UTAH
COUNTY OF DAVIS

{ SS.

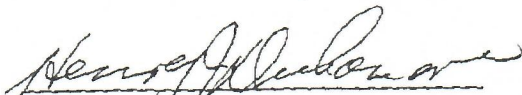
On the 27TH day of DECEMBER A. D. 1999 personally
appeared before me Verlo L. Petersen and Iris C. Petersen,
Trustees of the Petersen Family Trust dated June 26TH, 1992

the signer of the within instrument who duly acknowledged
to me that he executed the same.



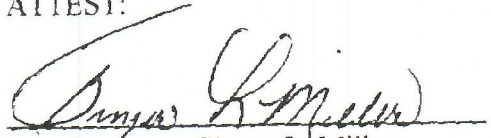
Timothy C. Grubb
Notary Public

SOUTH WEBER CITY HEREBY ACCEPTS THIS PROPERTY AND AGREES TO THE ABOVE AGREEMENT AS APPROVED BY THE CITY COUNCIL BY RES. 99-042 on 14 December 1999.



Mayor: Henry J. Dickamore

ATTEST:



City Recorder: Ginger L. Miller



EXHIBIT B "DONATION"

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT 1630.87 FEET SOUTH 0°36'39" WEST ALONG THE SECTION LINE, SOUTH 89°23'21" EAST 124.61 FEET, SOUTH 0°36'39" WEST 156.03 FEET, SOUTH 89°23'21" EAST 320.00 FEET, AND SOUTH 0°36'39" WEST 291.64 FEET TO THE CENTER OF AN EXISTING CANAL FROM THE NORTHWEST CORNER OF SAID SECTION 28, SAID POINT BEING 444.61 FEET EAST FROM THE WEST LINE OF SAID SECTION AND RUNNING THENCE EIGHT COURSES ALONG THE CENTER OF SAID CANAL AS FOLLOWS: NORTH 32°14'42" WEST 118.38 FEET; NORTH 9°12'50" WEST 115.64 FEET; NORTH 39°17'12" WEST 16.24 FEET; SOUTH 87°38'44" WEST 27.39 FEET; SOUTH 71°02'10" WEST 69.28 FEET; SOUTH 66°59'09" WEST 66.21 FEET; SOUTH 60°08'08" WEST 86.38 FEET; AND SOUTH 75°35'54" WEST 125.16 FEET; THENCE SOUTH 36°42'26" EAST 128 FEET MORE OR LESS TO A RAILROAD TIE FENCE CORNER POST; THENCE EAST 365 FEET MORE OR LESS TO THE POINT OF BEGINNING.

pt. 13-018-0040

DONATION AGREEMENT

This Agreement is entered into this 27th Day of ~~DECEMBER~~, 1999 by and between Verlo L. Petersen and Iris C. Petersen, Trustees of the Petersen Family Trust dated June 26, 1992 ("Petersen") and South Weber City ("City").

RECITALS

A. Petersens own a parcel of land described as Exhibit "A" ("Remainder") and propose deeding a portion of said property described as Exhibit "B" ("Donation") to the City.

B. This Agreement is made to induce Petersens to make the Donation and the City to accept subject to the terms, conditions, and representations hereinafter made.

NOW THEREFORE, in consideration of the premises, the covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. USE. The Donation will be for the City's citizen enjoyment and use as a public park or similar facility for recreation.

2. NAME. The developed park or facilities shall recognize the "Petersen" name with visible signage located on site.

3. BARN. The City shall maintain/restore existing barn for its historical value and use as bowery, museum or the like for the benefit of the citizens. If not financially feasible, the City shall consult with the Petersens for an alternate decision.

4. LEASE. The Petersens shall for a period of twenty (20) years lease back from the City the Donation at a cost of \$1.00 per year. The Petersens will continue its present use as agricultural during the term. At any time during said lease, should the City begin its development of said park the lease shall be terminated upon 180 day written notice to the Petersens and the maintenance shall then revert to the City.

5. REMAINDER PARCEL. If the Petersens, their successors or assigns develop the Remainder parcel within twenty (20) years of the date of this resolution, the City shall recognize the Donation as "open space" by the Petersens, their successors or assigns. The City will only be liable for the Donation it owns and not the burden of any costs or responsibilities of said development.

6. REVERTER. If at any time the City should choose not to develop the Donation as outlined herein, the ownership shall revert back to the Petersens, their successors or assigns. If the City has not developed the Donation into a public park or recreation facility upon expiration of this agreement, the Petersens, their successors or assigns may notify the City of their intent to reclaim the property. Upon receipt, the City shall execute a Warranty Deed returning the

Donation to the Petersens, their successors or assigns.

7. INDEMNIFICATION.

a. The Petersens agree that they will indemnify and hold the City harmless from all claims, costs, expenses, fees, suits, or other liabilities which may be asserted against the City as a result of the Petersen's use of the Donation as provided in the preceding paragraphs.

b. The duty of indemnification included in this paragraph shall include, but not be limited to:

i. Providing counsel to defend the City from all claims asserted by third parties, although the City shall have the right to discharge any counsel retained by the Petersens to defend the City for good cause and retain counsel of the City's choice and obtain reimbursement of the costs of the new counsel from the Petersens, and

ii. Payment of any claims or judgements entered against the City although the Petersens shall have no authority to settle claims against the City without the City's approval.

8. EXPIRATION. Terms and Conditions of this Agreement shall expire upon fulfillment of them or after a period of twenty-five (25) years, whichever comes first.

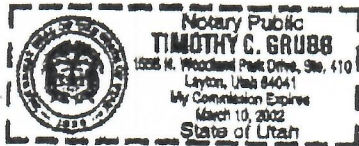
IN WITNESS WHEREOF, this Agreement is entered into the day and year first above written.

Verlo L. Petersen
Verlo L. Petersen, Trustee

Iris C. Petersen
Iris C. Petersen, Trustee


STATE OF UTAH)
)SS.
COUNTY OF DAVIS)

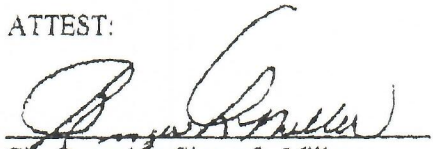
On the 27th day of December, 1999, personally appeared before me,
Verlo L. Petersen AND Iris C. Petersen, Trustees of the
Petersen Family Trust Dated June 26th, 1999
the signer(s) of the within instrument who duly acknowledged to me that they executed the same.



Tim C. Grubb
NOTARY PUBLIC

SOUTH WEBER CITY HEREBY ACCEPTS THIS PROPERTY AND AGREES TO THE ABOVE AGREEMENT AS APPROVED BY THE CITY COUNCIL BY RES. 99-042 on 14 December 1999.


Mayor: Henry J. Dickamore

ATTEST:

City Recorder: Ginger L. Miller

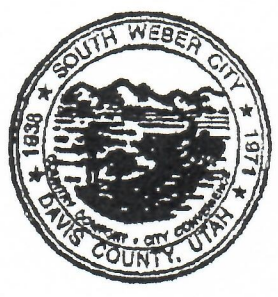


EXHIBIT A "REMAINDER"

BEGINNING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS AND WEBER COUNTY CANAL COMPANY, AT A PART 253.5 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST; SALT LAKE BASE AND MERIDIAN: THENCE NORTH 3153.77 FEET MORE OR LESS TO A POINT 552.73 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 85°39'30" EAST 139.77 FEET ALONG A FENCE LINE AS DESCRIBED BY BOUNDARY LINE AGREEMENT BOOK 396 PAGE 15; THENCE SOUTH 16°27'47" EAST 365.60 FEET ALONG SAID FENCE LINE; THENCE SOUTH 20°42' EAST 56.75 FEET ALONG SAID FENCE LINE; THENCE SOUTH 31°47' EAST 194.25 FEET ALONG SAID FENCE LINE; SOUTH 34°25'19" EAST 109.43 FEET ALONG SAID FENCE LINE; SOUTH 45°07'34" EAST 54.62 FEET ALONG SAID FENCE LINE; THENCE SOUTHWESTERLY ALONG A FENCE LINE 171 FEET MORE OR LESS TO A POINT 444.61 FEET EAST FROM THE WEST LINE OF THE NORTHWEST QUARTER SECTION OF SAID SECTION 28; THENCE SOUTH TO A POINT 444.61 FEET EAST AND 0.38 FEET SOUTH FROM THE WEST QUARTER CORNER OF SAID SECTION 28; NORTH 88°13'30" WEST 299.60 FEET; SOUTH 1°46'30" WEST 209.58 FEET TO THE NORTHERLY LINE OF SOUTH WEBER DRIVE; THENCE SOUTH 83°06'41" EAST 301.13 FEET; SOUTH 1096.61 FEET MORE OR LESS TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; WEST 242 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID CANAL COMPANY; THENCE NORTH 33°38' WEST 304.4 FEET TO THE PLACE OF BEGINNING. LESS TO BOOK 1216 PAGE 384 AND LESS TO GRUBB MEADOW SUBDIVISION.

EXHIBIT B "DONATION"

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT 1630.87 FEET SOUTH 0°36'39" WEST ALONG THE SECTION LINE, SOUTH 89°23'21" EAST 124.61 FEET, SOUTH 0°36'39" WEST 156.03 FEET, SOUTH 89°23'21" EAST 320.00 FEET, AND SOUTH 0°36'39" WEST 291.64 FEET TO THE CENTER OF AN EXISTING CANAL FROM THE NORTHWEST CORNER OF SAID SECTION 28, SAID POINT BEING 444.61 FEET EAST FROM THE WEST LINE OF SAID SECTION AND RUNNING THENCE EIGHT COURSES ALONG THE CENTER OF SAID CANAL AS FOLLOWS: NORTH 32°14'42" WEST 118.38 FEET; NORTH 9°12'50" WEST 115.64 FEET; NORTH 39°17'12" WEST 16.24 FEET; SOUTH 87°38'44" WEST 27.39 FEET; SOUTH 71°02'10" WEST 69.28 FEET; SOUTH 66°59'09" WEST 66.21 FEET; SOUTH 60°08'08" WEST 86.38 FEET; AND SOUTH 75°35'54" WEST 125.16 FEET; THENCE SOUTH 36°42'26" EAST 128 FEET MORE OR LESS TO A RAILROAD TIE FENCE CORNER POST; THENCE EAST 365 FEET MORE OR LESS TO THE POINT OF BEGINNING.

RESOLUTION 08-57

**ACCEPTANCE OF DONATION OF PROPERTIES
FROM PETERSEN FAMILY TRUST**

BE IT HEREBY RESOLVED, by the City Council of South Weber City, State of Utah, as follows:

WHEREAS, the Petersen Family Trust has expressed a desire to donate all of Davis County Parcel 13-023-0162 and part of parcel 13-018-0048 (legal descriptions attached) to the City; and

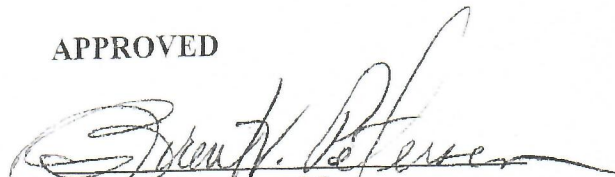
WHEREAS, it is mutually understood by the City Council and the Petersen family that there are no restrictions or conditions placed on the use of these properties, and the City may use and develop the properties as deemed necessary and appropriate for the benefit of the community; and

WHEREAS, the City Council has reviewed the Petersen Family Trust's offer and desires to accept this donation.

NOW THEREFORE, BE IT RESOLVED by the City Council of South Weber to accept conveyance of all of Davis County Parcel 13-023-0162 and part of parcel 13-018-0048 by special warranty deed to be recorded at the office of the Davis County Recorder.

PASSED AND ADOPTED by the City Council of South Weber this 9th day of December, 2008.

APPROVED


Brent V. Petersen, Mayor

Attest:


Erika J. Ahlstrom, City Recorder

A part of the Southwest Quarter of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at a point on the South line of South Weber Drive, said point being South $00^{\circ}17'48''$ East 222.10 feet along the section line and North $83^{\circ}14'04''$ East 7.00 feet from the West Quarter Corner of said Section 28; running thence North $03^{\circ}26'30''$ West 50.06 feet to the center of South Weber Drive and a point on the arc of a 510.00 foot radius curve, the center of which bears North $23^{\circ}47'01''$ East, thence Southeasterly 97.62 feet along said South Weber Drive and said curve to the left through a central angle of $10^{\circ}50'22''$ (chord bearing = South $71^{\circ}38'10''$ East 97.47 feet) to a point on the arc of a 1660.00 foot radius curve, the center of which bears North $12^{\circ}56'39''$ West, thence Southeasterly 103.00 feet along said South Weber Drive and said curve to the left through a central angle of $03^{\circ}33'18''$ (chord bearing = South $78^{\circ}50'00''$ East 102.98 feet); thence South $13^{\circ}54'00''$ West 26.80 feet, more or less, to a point on the Southerly line of South Weber Drive as shown by Survey #2271; thence along South Weber Drive South $81^{\circ}41'22''$ East 242.06 feet, more or less, to a point on the Easterly line of parcel 13-018-0048; thence along said East line South $02^{\circ}55'39''$ West 245.30 feet; thence South $02^{\circ}50'00''$ East 129.10 feet, more or less, to the Southeasterly corner of an easement recorded in book 4462, page 589, as entry number 2338729; thence along said easement North $80^{\circ}07'00''$ West 401.23 feet, more or less, to the Westerly line of said parcel 13-018-0048; thence along said West line North $03^{\circ}26'30''$ West 367.84 feet, more or less, to the point of beginning.

part 13-018-0048

A part of the Northeast Quarter of Section 29, and the Northwest quarter of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at the Northeast corner of Grubb Meadow, said point being North $0^{\circ}36'39''$ East 467.47 feet along the section line and South $89^{\circ}14'23''$ East 7.88 feet and North $0^{\circ}45'37''$ East 116.30 feet from the East Quarter Corner of said Section 29, and running thence South $87^{\circ}08'39''$ West 56.30 feet, more or less, along the North line of Grubb Meadow to the Southeast corner of parcel 13-023-0061; thence along the East line of said parcel North $0^{\circ}09'00''$ East 110.00 feet, more or less, to a point on the Southerly line of parcel 13-023-0050; thence along the Southerly line of said parcel South $80^{\circ}03'36''$ East 51.12 feet, more or less, to a point on the Westerly line of Canyon Meadows P.U.D., said point also being the Northwesterly corner of parcel 13-018-0049, thence along said parcel South $36^{\circ}42'26''$ East 128 feet, more or less, to a railroad fence corner post at the Southwest corner of said parcel 13-018-0049; thence Northwesterly 72 feet, more or less, to the point of beginning.

All 13-023-0102

part 13-018-0048

RESOLUTION 13-09

AMENDMENT TO DONATION AGREEMENT REF: RESOLUTIONS 99-042 and 08-57

BE IT HEREBY RESOLVED, by the City Council of South Weber City, State of Utah, as follows:

WHEREAS, on December 14, 1999 the City accepted a donation of property from the Verlo Petersen Family (a portion of parcel 13-018-0040) and entered into a Donation Agreement for said property; and

WHEREAS, on December 9, 2008 the City accepted a donation of property from the Petersen Family Trust (parcel 13-023-0162 and part of parcel 13-018-0048) with no restrictions for the use of said property; and

WHEREAS, the Petersen family has expressed a desire to amend the conditions of each of the property donations; and

WHEREAS, the City Council has reviewed the conditions of the Donation Agreement Amendment.

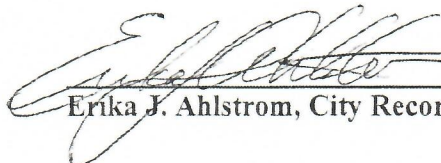
NOW THEREFORE, BE IT RESOLVED by the City Council of South Weber to approve the Donation Agreement Amendment, attached hereto.

PASSED AND ADOPTED by the City Council of South Weber this 14th day of May, 2013.

APPROVED


Jeffery G. Monroe, Mayor

Attest:


Erika J. Ahlstrom, City Recorder



Donation Agreement Amendment

This Agreement is entered into this 5 Day of June, 2013 by and between the Petersen Family Trust dated June 26, 1992 ("Petersen") and South Weber City ("City").

Recitals

- A. Petersen's have previously donated to the City those certain parcels described in Exhibit "A" attached hereto and by Resolution 08-57. Petersen's have also donated that certain parcel described in Exhibit "B" attached hereto and under Agreement Dated December 27, 1999. The Petersen's own that certain remainder parcel described in Exhibit "C" attached.
- B. Petersen's desire to clarify items 3, 5, and 6, addressed in the 12-27-99 Donation and provide for an agreement between all parties.

Now Therefore, in consideration of the premises, the covenants and promises hereafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. The reference to Item 3. Barn, which addresses the need for an alternate decision by the Petersen's should the City not find it to be financially feasible to comply with the request to maintain/restore it. Petersen's hereby dismiss this requirement of Item 3, and release the City from this obligation within the terms of the Agreement. If the City Council determines it is in the best interest of the citizens to remove the Barn, then the City shall provide a historical marker/monument with the barn history and photo at the location of the barn, and the City shall offer the Petersen's first right of removal of the barn structure.

2. The reference in Item 5. Remainder Parcel, which allows for the donated Parcel "B" to be recognized as "open space" when calculating density upon development of the Remainder Parcel. The City hereby agrees to include the additional Parcels "A" donated in Resolution 08-57 in the definition of "open space", when Petersen's develop those adjacent Remainder Parcels and Grubb Meadow Subdivision. The term of twenty(20) years shall continue from even date herein.

3. The reference in Item 6. Reverter, which allows for the property in Exhibit "B" to revert back to the Petersen's should the property not be developed into a public park or recreation facility within 20 years of the 12-27-99 Agreement. The Petersen's agree to extend that period for an additional 20 years from even date herein.

All other terms remain in full force and effect. In Witness Whereof, this Agreement is entered into the day and year first above written.

[Signature]
Mayor of South Weber City

[Signature]
Iris C. Petersen, Trustee
Petersen Family Trust dated June 26, 1992

State of Utah ATTEST:
County of Davis [Signature]
City Recorder

Notary to be attached

A part of the Southwest Quarter of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at a point on the South line of South Weber Drive, said point being South $00^{\circ}17'48''$ East 222.10 feet along the section line and North $83^{\circ}14'04''$ East 7.00 feet from the West Quarter Corner of said Section 28; running thence North $03^{\circ}26'30''$ West 50.06 feet to the center of South Weber Drive and a point on the arc of a 516.00 foot radius curve, the center of which bears North $23^{\circ}47'01''$ East, thence Southeasterly 97.62 feet along said South Weber Drive and said curve to the left through a central angle of $10^{\circ}50'22''$ (chord bearing = South $71^{\circ}38'10''$ East 97.47 feet) to a point on the arc of a 1660.00 foot radius curve, the center of which bears North $12^{\circ}56'39''$ West, thence Southeasterly 103.00 feet along said South Weber Drive and said curve to the left through a central angle of $03^{\circ}33'18''$ (chord bearing = South $78^{\circ}50'00''$ East 102.98 feet); thence South $13^{\circ}54'00''$ West 26.80 feet, more or less, to a point on the Southerly line of South Weber Drive as shown by Survey #2271; thence along South Weber Drive South $81^{\circ}41'22''$ East 242.06 feet, more or less, to a point on the Easterly line of parcel 13-018-0048; thence along said East line South $02^{\circ}55'39''$ West 245.30 feet, thence South $02^{\circ}50'00''$ East 129.10 feet, more or less, to the Southeasterly corner of an easement recorded in book 4462, page 589, as entry number 2338729; thence along said easement North $80^{\circ}07'00''$ West 401.23 feet, more or less, to the Westerly line of said parcel 13-018-0048; thence along said West line North $03^{\circ}26'30''$ West 367.84 feet, more or less, to the point of beginning.

part 13-018-0048

EXH B RES 99-042

EXHIBIT B "DONATION"

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT 1630.87 FEET SOUTH 0°36'39" WEST ALONG THE SECTION LINE, SOUTH 89°23'21" EAST 124.61 FEET, SOUTH 0°36'39" WEST 156.03 FEET, SOUTH 89°23'21" EAST 320.00 FEET, AND SOUTH 0°36'39" WEST 291.64 FEET TO THE CENTER OF AN EXISTING CANAL FROM THE NORTHWEST CORNER OF SAID SECTION 28, SAID POINT BEING 444.61 FEET EAST FROM THE WEST LINE OF SAID SECTION AND RUNNING THENCE EIGHT COURSES ALONG THE CENTER OF SAID CANAL AS FOLLOWS: NORTH 32°14'42" WEST 118.38 FEET; NORTH 9°12'50" WEST 115.64 FEET; NORTH 39°17'12" WEST 16.24 FEET; SOUTH 87°38'44" WEST 27.39 FEET; SOUTH 71°02'10" WEST 69.28 FEET; SOUTH 66°59'09" WEST 66.21 FEET; SOUTH 60°08'08" WEST 86.38 FEET; AND SOUTH 75°35'54" WEST 125.16 FEET; THENCE SOUTH 36°42'26" EAST 128 FEET MORE OR LESS TO A RAILROAD TIE FENCE CORNER POST; THENCE EAST 365 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT X^C "REMAINDER"

BEGINNING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS AND WEBER COUNTY CANAL COMPANY, AT A PART 253.5 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST; SALT LAKE BASE AND MERIDIAN: THENCE NORTH 3153.77 FEET MORE OR LESS TO A POINT 552.73 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 85°39'30" EAST 139.77 FEET ALONG A FENCE LINE AS DESCRIBED BY BOUNDARY LINE AGREEMENT BOOK 396 PAGE 15; THENCE SOUTH 16°27'47" EAST 365.60 FEET ALONG SAID FENCE LINE; THENCE SOUTH 20°42' EAST 56.75 FEET ALONG SAID FENCE LINE; THENCE SOUTH 31°47' EAST 194.25 FEET ALONG SAID FENCE LINE; SOUTH 34°25'19" EAST 109.43 FEET ALONG SAID FENCE LINE; SOUTH 45°07'34" EAST 54.62 FEET ALONG SAID FENCE LINE; THENCE SOUTHWESTERLY ALONG A FENCE LINE 171 FEET MORE OR LESS TO A POINT 444.61 FEET EAST FROM THE WEST LINE OF THE NORTHWEST QUARTER SECTION OF SAID SECTION 28; THENCE SOUTH TO A POINT 444.61 FEET EAST AND 0.38 FEET SOUTH FROM THE WEST QUARTER CORNER OF SAID SECTION 28; NORTH 88°13'30" WEST 299.60 FEET; SOUTH 1°46'30" WEST 209.58 FEET TO THE NORTHERLY LINE OF SOUTH WEBER DRIVE; THENCE SOUTH 83°06'41" EAST 301.13 FEET; SOUTH 1096.61 FEET MORE OR LESS TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; WEST 242 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID CANAL COMPANY; THENCE NORTH 33°38' WEST 304.4 FEET TO THE PLACE OF BEGINNING. LESS TO BOOK 1216 PAGE 384 AND LESS TO GRUBB MEADOW SUBDIVISION.



SCALE:
1" = 50'

CANYON MEADOWS PUD

NORTH EAST CORNER OF SECTION 29, T5N, R1W, SLB&M
BRENT PETERSEN
13-023-0050

SOUTH WEBER CITY
13-022-0105

WITNESS CORNER MONUMENT

475 EAST

CATHERINE A & JOHN E VOLT
13-023-0061

PARCEL A

SOUTH WEBER CITY
13-018-0049

SOUTH WEBER CITY
13-018-0067

GRUBB MEADOWS SUBDIVISION LOT 1

TIMOTHY C & CARRIE P GRUBB
13-161-0001

POINT OF BEGINNING

PARCEL A

A PART OF THE NE QUARTER OF SECTION 29 AND THE NW QUARTER OF SECTION 28, T5N, R1W, SLB&M;

BEGINNING AT THE NORTHEAST CORNER OF GRUBB MEADOW SUBDIVISION, SAID POINT BEING N0°36'39"E 467.47 FEET ALONG THE SECTION LINE, S89°14'23"E 7.88 FEET, AND N0°45'37"W 116.30 FEET FROM THE EAST QUARTER CORNER OF SECTION 29, T5N, R1W, SLB&M, RUNNING THENCE S87°08'37"W 56.30 FEET MORE OR LESS ALONG THE NORTH LINE OF GRUBB MEADOW TO THE SOUTHEAST CORNER OF PARCEL 13-023-0061; THENCE ALONG THE EAST LINE OF SAID PARCEL N0°09'00"E 110.00 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 13-023-0050; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL S80°03'36"E 51.12 FEET MORE OR LESS TO A POINT ON THE WESTERLY LINE OF CANYON MEADOWS PUD, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PARCEL 13-018-0049; THENCE SOUTHEASTERLY S3°15'08"E 98.53 MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 5,544 SF AND 0.127 ACRES.

EAST QUARTER CORNER OF SECTION 29, T5N, R1W, SLB&M

PETERSEN FARMS LLC
13-018-0066

DATE: JUNE 20, 2017



CONSULTING ENGINEERS

1716 East 5600 South
South Ogden, Utah 84403 (801) 476-9767

SOUTH WEBER CITY CORPORATION
PETERSEN FAMILY DONATION AGREEMENT

EXHIBIT "D"

SHEET:

1

OF 1 SHEETS

0

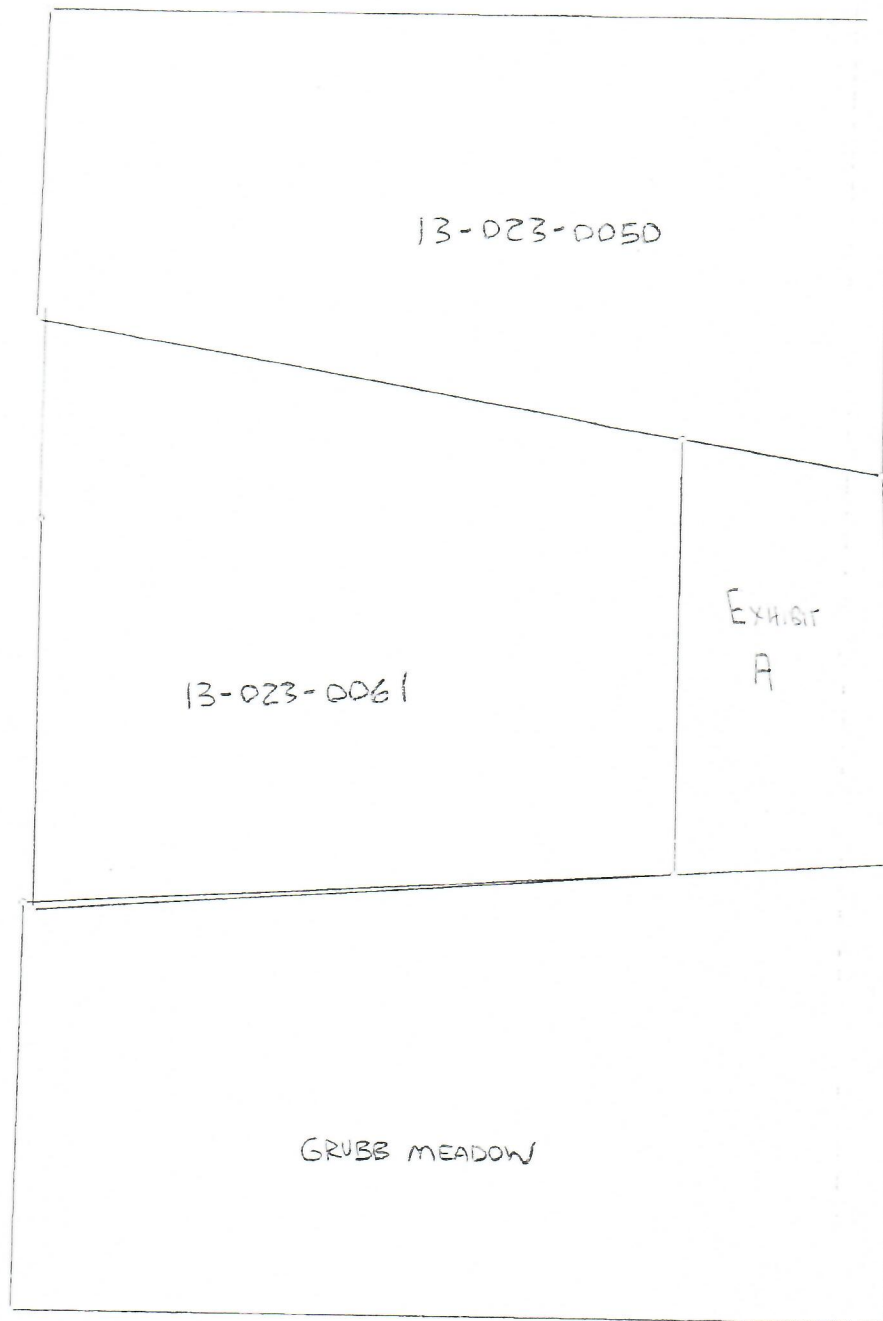
1.55

Exhibit A

A part of the Northeast Quarter of Section 29, and the Northwest Quarter of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at the Northeast corner of Grubb Meadow Subdivision, said point being North 0deg 36' 39" East 467.47 feet along the section line and South 89deg 14' 23" East 7.88 feet and North 0deg 45' 37" East 116.30 feet from the East Quarter corner of said Section 29; and running thence South 87deg 08' 39" West 56.30 feet, more or less, along the North line of Grubb Meadow to the Southeast corner of parcel 13-023-0061; thence along the East line of said parcel North 0deg 09' 00" East 110.00 feet, more or less, to a point on the Southerly line of parcel 13-023-0050; thence along said Southerly line South 80deg 03' 36" East 51.12 feet, more or less, to a point on the Westerly line of Canyon Meadows P.U.D., said point being the Northwesterly corner of parcel 13-018-0049; thence South 03deg 15' 07" East 98.53 feet, more or less, to the point of beginning.

PART OF PARCEL 13-018-0067



Title:		Date: 03-31-2017
Scale: 1 inch = 46 feet	File: TimGrubb.des	



4.95

S 475 E

4TH FLD

ON PKWY



Local

60

545

1-5-99

RESOLUTION 99-042

**ACCEPTANCE OF PROPERTY FROM VERLO PETERSEN FAMILY
PARCEL 13-018-0040**

WHEREAS, the Verlo Petersen family desires to donate approximately one acre of property from the most northerly portion of parcel 13-018-0040 to the City to be used as a park; and,

WHEREAS, the South Weber City Council desires to increase the City's park land;

WHEREAS, the Planning Commission approved the acceptance of this property on 9 December 1999 with conditions;

BE IT HEREBY RESOLVED, by the City Council of South Weber City, State of Utah, that South Weber City, Utah, will hereby accept a quit claim deed containing 1.42 acres of property located approximately southwest of 6930 South 475 East with conditions as stated in the Donation Agreement as attached.

LEGAL DECRPTIONS

PARCEL 13-018-0040- SEE ATTACHED

PASSED AND ADOPTED by the City Council of South Weber this 14th day of December 1999.

MAYOR: *Henry J. Dickamore*
HENRY J. DICKAMORE

ATTEST:
Ginger L. Miller
GINGER L. MILLER
City Recorder



DONATION AGREEMENT

This Agreement is entered into this 27th Day of DECEMBER, 1999 by and between Verlo L. Petersen and Iris C. Petersen, Trustees of the Petersen Family Trust dated June 26, 1992 ("Petersen") and South Weber City ("City").

RECITALS

A. Petersens own a parcel of land described as Exhibit "A" ("Remainder") and propose deeding a portion of said property described as Exhibit "B" ("Donation") to the City.

B. This Agreement is made to induce Petersens to make the Donation and the City to accept subject to the terms, conditions, and representations hereinafter made.

NOW THEREFORE, in consideration of the premises, the covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. USE. The Donation will be for the City's citizen enjoyment and use as a public park or similar facility for recreation.

2. NAME. The developed park or facilities shall recognize the "Petersen" name with visible signage located on site.

3. BARN. The City shall maintain/restore existing barn for its historical value and use as bowery, museum or the like for the benefit of the citizens. If not financially feasible, the City shall consult with the Petersens for an alternate decision.

4. LEASE. The Petersens shall for a period of twenty (20) years lease back from the City the Donation at a cost of \$1.00 per year. The Petersens will continue its present use as agricultural during the term. At any time during said lease, should the City begin its development of said park the lease shall be terminated upon 180 day written notice to the Petersens and the maintenance shall then revert to the City.

5. REMAINDER PARCEL. If the Petersens, their successors or assigns develop the Remainder parcel within twenty (20) years of the date of this resolution, the City shall recognize the Donation as "open space" by the Petersens, their successors or assigns. The City will only be liable for the Donation it owns and not the burden of any costs or responsibilities of said development.

6. REVERTER. If at any time the City should choose not to develop the Donation as outlined herein, the ownership shall revert back to the Petersens, their successors or assigns. If the City has not developed the Donation into a public park or recreation facility upon expiration of this agreement, the Petersens, their successors or assigns may notify the City of their intent to reclaim the property. Upon receipt, the City shall execute a Warranty Deed returning the

Donation to the Petersens, their successors or assigns.

7. INDEMNIFICATION.

a. The Petersens agree that they will indemnify and hold the City harmless from all claims, costs, expenses, fees, suits, or other liabilities which may be asserted against the City as a result of the Petersen's use of the Donation as provided in the preceding paragraphs.

b. The duty of indemnification included in this paragraph shall include, but not be limited to:

i. Providing counsel to defend the City from all claims asserted by third parties, although the City shall have the right to discharge any counsel retained by the Petersens to defend the City for good cause and retain counsel of the City's choice and obtain reimbursement of the costs of the new counsel from the Petersens, and

ii. Payment of any claims or judgements entered against the City although the Petersens shall have no authority to settle claims against the City without the City's approval.

8. EXPIRATION. Terms and Conditions of this Agreement shall expire upon fulfillment of them or after a period of twenty-five (25) years, whichever comes first.

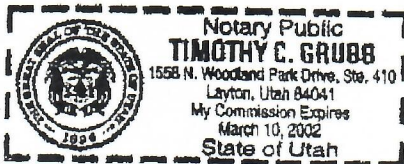
IN WITNESS WHEREOF, this Agreement is entered into the day and year first above written.

Verlo L. Petersen
Verlo L. Petersen, TRUSTEE

Iris C. Petersen
Iris C. Petersen, TRUSTEE

STATE OF UTAH)
:SS.
COUNTY OF DAVIS)

On the 27th day of December, 1999, personally appeared before me, VERLO L. PETERSEN AND IRIS C. PETERSEN, TRUSTEES OF THE PETERSEN FAMILY TRUST DATED JUNE 26th, 1992 the signer(s) of the within instrument who duly acknowledged to me that they executed the same.



Tim C. Grubb
NOTARY PUBLIC

SOUTH WEBER CITY HEREBY ACCEPTS THIS PROPERTY AND AGREES TO THE ABOVE AGREEMENT AS APPROVED BY THE CITY COUNCIL BY RES. 99-042 on 14 December 1999.

Henry J. Dickamore
Mayor: Henry J. Dickamore

ATTEST:

Ginger L. Miller
City Recorder: Ginger L. Miller

