

**QUIT CLAIM DEED AND AGREEMENT FOR DEVELOPMENT OF
LAND**
(LOT COMBINATION)

This Agreement, for the development of land, hereinafter referred to as "this Agreement," entered into this ____ day of _____, 20__, between Ogden City, a municipal corporation of the State of Utah, hereinafter referred to as "the City," and

hereinafter referred to as "the Owner/Developer."

RECITALS

WHEREAS, the Owner/Developer is the owner of two or more continuous lots located generally at _____, Ogden City, County of Weber, State of Utah, hereinafter referred to as "the Lots," more particularly described as follows:

Lot _____, in _____, a recorded subdivision in Ogden City, Weber County, Utah; and

Lot _____, in _____, a recorded subdivision in Ogden City, Weber County, Utah;

WHEREAS, the Owner/Developer has proposed to develop the Lots in a manner where buildings or improvements to be constructed on the Lots would be in violation of the ordinances of the City if located on or within such proximity to the shared property lines located between the Lots;

WHEREAS, the City is willing to grant approval of such proposed development if the Lots are maintained in common ownership for as long as such buildings or improvements are located upon the Lots:

NOW, THEREFORE, the parties agree as follows:

1. The Owner/Developers, and its successors and assigns, hereby covenant and agree that the Lots, as described herein, shall hereinafter be held in single and common ownership, and may not be sold or conveyed as separate or individual lots to any third party, unless approved by the City. The covenant provided herein is a binding servitude on the Lots and the burdens and benefits thereof will be deemed to run with the Lots in perpetuity.
2. The City may approve separate ownership of the lots, resulting in a termination of this Agree-

ment, under the following occurrences:

- a) The buildings or structures located on the Lots are subsequently constructed in a manner which does not violate the ordinances of the City;
 - b) The buildings or structures located on or within such proximity to the shared property lines located between the Lots are demolished and removed from the site; or
 - c) The real property comprising the Lots is subsequently resubdivided in a manner where such buildings or structures would not violate the ordinances of the City.
3. If the City subsequently approves separate ownership of the Lots under paragraph 2, above, the City shall provide to the Owner/Developer, or its successor or assign, a notice of termination suitable for recording indicating that this Agreement is terminated and shall no longer have any force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first hereinabove written.

OGDEN CITY CORPORATION

A Utah Municipal Corporation

By: _____

Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

OWNER/DEVELOPER

ACKNOWLEDGMENT

(City)

STATE OF UTAH)
 : §
COUNTY OF WEBER)

On this ____ day of _____, 20____, personally appeared before me _____, the _____ and the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing in _____ County

ACKNOWLEDGMENT

(Owner/Developer)

(Complete only if Individual)

State of Utah)
 : §
County of Weber)

On the ____ day of _____, 20____, personally appeared before me _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC

My commission expires:

_____ Residing in _____ County

ACKNOWLEDGMENT
(Complete only if **Corporation**)

STATE OF UTAH)
 : §
COUNTY OF WEBER)

On this ____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn did say that he/she is
the _____ of _____ Corporation, and that the
foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowl-
edged to me that said corporation executed the same.

NOTARY PUBLIC

My commission expires: _____

Residing in _____ County

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(Complete only if **Partnership**)

STATE OF)
 : §
COUNTY OF)

On this ____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn, did say that he/she/
they is/are the _____ of _____, a partnership, and
that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its by-
laws and signed in behalf of said partnership.

NOTARY PUBLIC

My commission expires _____

Residing in _____ County