

MAIL TAX NOTICE:

Anthony Rodriguez
225 30th Street
Ogden, Utah 84401



MAIL DEED TO: Same

SPECIAL WARRANTY DEED (CORPORATE)

Ogden City Redevelopment Agency (RDA) GRANTOR of Ogden City, County of Weber, State of Utah, Hereby CONVEYS and WARRANTS against all claiming by, through or under it to Anthony Rodriguez, GRANTEE of Ogden City, County of Weber, State of Utah, for the sum of TWO THOUSAND DOLLARS AND NO/100 (\$2,000) and other good and valuable consideration the following described tract of land in Weber County, State of Utah:

THE WEST ½ OF LOT 33, ALL OF LOT 32, BLOCK 2, CENTRAL PARK ADDITION, OGDEN CITY, WEBER COUNTY, UTAH.

(# 04-060-025) C

GRANTOR makes no warranty as to the title of GRANTOR's predecessors and hereby conveys only such title as GRANTOR now has or hereafter acquires.

Restrictive Conditions and Covenants Binding on Grantee

This Special Warranty Deed is made and executed upon and subject to the following express conditions and covenants, said conditions and covenants being a part of the consideration for the real property hereby conveyed and are to be taken and construed as running with the land and upon the continued strict observance of which the continued existence of the estate hereby granted shall depend. The GRANTEE hereby binds itself and its successors and assigns to fully comply with the following restrictive conditions and covenants:

1. GRANTEE shall acknowledge usage restrictions associated with the above-described property. The above described property is to be combined with that property currently belonging to GRANTEE as described; parcel number 04-060-0026, the purpose to be a combination of those two particular parcels of land. This action is to take place upon closing of this Warranty Deed in the form of a Combination Deed. GRANTEE agrees that no structure is to be in existence on the then combined parcel of land with the exception of one primary residential building and/or one immediately associated garage. Additional outbuildings shall be allowed as regulated by Ogden City zoning ordinances. GRANTEE also agrees that the acquired parcel of land described above is to be used only as additional sideyard to his/her/their existing property and not as a parking lot or other vehicle storage facility. Parking may be allowed in rear yard areas as regulated by Ogden City zoning ordinances.

2. It is further agreed, that if zoning on the above described property is changed from its' present R1-5 zoning status to any other less restrictive residential zoning, or any type of commercial zoning, then the conditions outlined in item one (1) above shall then cease to be enforceable or a condition of default.

3. GRANTEE shall permit reasonable inspections at reasonable time by employees or designated agents of the Grantor Ogden City Redevelopment Agency to determine compliance with these conditions and covenants.

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DOUG CROFTS, WEBER COUNTY RECORDER
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4. GRANTEE agrees to surrender possession of, and any interest in, the property upon default on any financing secured by the real property described herein, which is not cured by GRANTEE, as determined by GRANTOR.

5. In the event that the GRANTEE fails to comply with the obligations of paragraphs 1, 2 and 3 of this SPECIAL WARRANTY DEED, then all estate conveyed under this Deed, shall cease and terminate and title in fee simple to the same shall revert to and become revested in the GRANTOR, or its successor or assigns, and such title shall be revested fully and completely in it, and the said GRANTOR, its successors or assigns shall be entitled to and may of right enter upon and take possession of the said property.

6. The GRANTOR shall be deemed a beneficiary of all conditions and covenants, and such conditions and covenants shall run in favor of the GRANTOR for the entire period during which such covenants shall be in force and effect. As such a beneficiary, the GRANTOR, in the event of any breach of any such condition or covenant, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

7. The described conditions and covenants shall remain in force for the duration of ownership by Grantee and shall continue to be applicable and enforceable against any successive owners or assigns to which title to the above described property may be transferred or acquired.

Witness the hand of said GRANTOR, this 4th day of September, 2003.

OGDEN CITY REDEVELOPMENT AGENCY

By Matthew R. Godfrey
MATTHEW R. GODFREY, Executive Director

ATTEST:

Gloria B. Burchett
GLORIA B. BURCHETT, CLERK
CORPORATE SEAL

STATE OF UTAH

COUNTY OF WEBER

On the 4th day of September, 2003, personally appeared before me Matthew R. Godfrey, who being duly sworn did say, each for himself, that the said Matthew R. Godfrey is the Executive Director of the Ogden City Redevelopment Agency, and that the within and foregoing instrument was signed in behalf of said Agency by authority of its board of directors; and said Matthew R. Godfrey duly acknowledged to me that said Agency executed the same.

Lee Ann Peterson
NOTARY PUBLIC

Residing In: Weber County, Utah

My Commission Expires: July 11, 2005

