

1974582  
OGDEN CITY, UTAH

AGREEMENT FOR LOT COMBINATION OF LAND

This Agreement, for the lot combination of land, hereinafter referred to as "this Agreement," entered into this 3 day of SEPT 2003, between Ogden City Redevelopment Agency, hereinafter referred to as "the RDA," and Anthony Rodriguez, hereinafter referred to as "the Owner."

RECITALS

Whereas, the Owner is the owner of two or more contiguous lots generally located at 219 and 225 30<sup>th</sup> Street, Ogden City, County of Weber, State of Utah, hereinafter referred to as "the Lots," more particularly described as follows:

Parcel number 04-060-0025 <sup>F-ABS</sup>, located at 219 30<sup>th</sup> Street Ogden Utah 84401.  
Legal description:

THE WEST 1/2 OF LOT 33, ALL OF LOT 32, BLOCK 2, CENTRAL PARK ADDITION, OGDEN CITY, WEBER COUNTY, UTAH.

Parcel number: 04-060-0026 <sup>-ABS</sup>, located at: 225 30<sup>th</sup> Street Ogden Utah 84401.  
Legal description:

ALL OF LOT 34 AND THE EAST 1/2 OF LOT 33, BLOCK 2, CENTRAL PARK ADDITION, OGDEN CITY, WEBER COUNTY, UTAH. SUBJECT TO A PERPETUAL 4 FEET RIGHT OF WAY FOR INGRESS AND EGRESS OVER THE EAST 12.5 FEET OF THE AFORESAID LOT 33.

Whereas, the Owner has proposed to use the lots in a manner where uses or improvements on the Lots would be consistent with one owner;

Whereas, the City is willing to grant approval of such existing or proposed uses as outlined in the Special Warranty Deed dated \_\_\_\_\_, and if the Lots are maintained in common ownership as long as such buildings or improvements are located upon the Lots;

Now, therefore, the parties agree as follows:

1. The Owner, 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. 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.

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

OGDEN CITY REDEVELOPMENT AGENCY

By: Walter J. [Signature]  
Executive Director

ATTEST:  
Gloria J. Berrett  
Gloria J. Berrett, City Recorder



APPROVED AS TO FORM:  
Buck [Signature]  
City Attorney

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DOUG CROFTS, WEBER COUNTY RECORDER  
15-SEP-03 1200 AM FEE \$.00 DEP JKC  
REC FOR: OGDEN.CITY

OWNER  
Anthony Rodriguez

\*\*\*\*\*  
ACKNOWLEDGMENT  
(City)

STATE OF UTAH )  
 ) :SS  
COUNTY OF WEBER )

On this 4<sup>th</sup> day of September 2003, personally appeared before me  
Matthew R. Godfrey the Executive Director and Gloria J. Berrett, City Recorder, the  
signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

My Commission Expires:

July 11, 2005

Lee Ann Peterson  
NOTARY PUBLIC

Residing in Weber County

\*\*\*\*\*  
ACKNOWLEDGMENT  
(Owner - Complete only if Individual)

STATE OF Utah )  
 ) :SS  
COUNTY OF Weber )

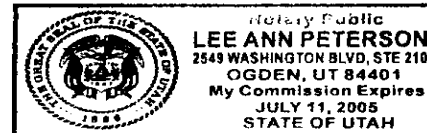
On this 3 day of September 2003, personally appeared  
before me, Anthony Patrucco, the  
signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the  
same.

My Commission Expires:

\_\_\_\_\_

Anthony Patrucco  
NOTARY PUBLIC

Residing in \_\_\_\_\_ County.



\*\*\*\*\*  
ACKNOWLEDGMENT  
(Complete only if Corporation)

STATE OF )  
 ) :SS  
COUNTY OF )

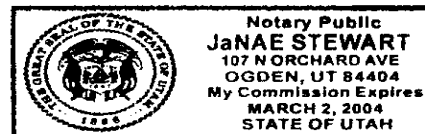
On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared before me,  
\_\_\_\_\_, who being by me duly sworn did say that he/she is the  
\_\_\_\_\_ of \_\_\_\_\_ corporation, and that the foregoing instrument  
was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged  
to me that said corporation executed the same.

My Commission Expires:

\_\_\_\_\_

NOTARY PUBLIC

Residing in \_\_\_\_\_ County.



\*\*\*\*\*  
ACKNOWLEDGMENT  
(Complete only if Partnership)

STATE OF )  
 ) :SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared before me,  
\_\_\_\_\_, who being by me duly sworn did say that he/she/they is/are the  
\_\_\_\_\_ 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.

My Commission Expires:

\_\_\_\_\_

NOTARY PUBLIC

Residing in \_\_\_\_\_ County.

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# CENTRAL PARK ADDITION

