



# Lot Combination Application

Ogden City Development Services  
 2549 Washington Blvd. Suite 240  
 Ogden, Utah 84401  
 (801) 629-8930

Please print legibly and complete all areas:

**Applicant Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**The purpose of a lot combination is to eliminate a boundary line(s) between two or more lots within the same subdivision that are held in common ownership.**

**Submittal Checklist**

- The names and addresses of all property owners of record of the entire subdivision where the adjustment is taking place.
- The names and addresses of all owners of record within 300 feet of the affected lots.
- A copy of the proposed deed(s) of the lots as they would exist if the lot combination is approved.
- The signatures indicating consent to the proposed change by all of the property owners of record where the lot combination will occur.
- A copy of the Quit Claim Deed and agreement for development of land
- Map/drawing showing existing lots **and** proposed lot after combination
- FEE: \$100**

**When a lot combination can be considered:**

- No new dwelling lot or housing unit results from the proposed lot combination.
- The adjoining real property owners that are subject to the lot combination consent to the proposed combination, and have signed the deed, to be recorded at the Weber County Recorder's office, effectuating said lot line;
- The lot combination does not result in remnant land that did not previously exist; and
- The combination does not result in violation of applicable zoning requirements

**Petition**

I/We, \_\_\_\_\_, the undersigned petitioners,  
 request approval of deeds effecting a combination of \_\_\_\_\_ lots located at \_\_\_\_\_  
 \_\_\_\_\_ (#)  
 \_\_\_\_\_ Ogden, Utah,  
 (separate multiple addresses with a comma)  
 referred to as parcel number(s) \_\_\_\_\_  
 (separate multiple parcel numbers with a comma)  
 as shown on the accompanying map.

Name	Signature	Date	Address

Staff Use Only

**Conditions of Approval:**

**Approved:**

\_\_\_\_\_  
**Community Development Director** or his designee date

\_\_\_\_\_  
**City Engineer** date

\_\_\_\_\_  
**City Attorney** date

**OGDEN CITY APPROVAL**

This lot combination effected in the above deed(s) is hereby approved by the Community Economic Development Director or Director's Designee of Ogden City, in accordance with the Ogden City Ordinance and the requirements of State law, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

**OGDEN CITY**, a Utah municipal corporation

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

By \_\_\_\_\_  
Community Economic Development Director  
or Director's designee

**ACKNOWLEDGEMENT**

STATE OF UTAH )  
                          : §  
COUNTY OF WEBER)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_  
Community Economic Development Director or Director's Designee, and the City Recorder, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

My Commission Expires:

**NOTARY PUBLIC**

\_\_\_\_\_ Residing in \_\_\_\_\_ County, Utah.

# 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

Agreement, 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)

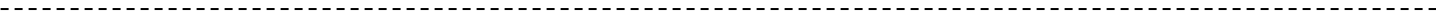
STATE OF UTAH )  
 : §  
COUNTY OF WEBER )

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  
acknowledged 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