

For Sale

CBRE

1570 East 1300 South

Ogden, Utah

1570 E 1300 S
Ogden, Utah
www.cbre.com/slc

4.02 Acre Site



For Sale

1570 E 1300 S | Ogden, Utah



R-1-8

Zoning

4.02

Acres

1978

Year Built

Property Information

Specifications

Property Address 1570 East 1300 South

Municipality Ogden, Utah

List Price \$1,650,000

Building Square Feet 16,945 SF

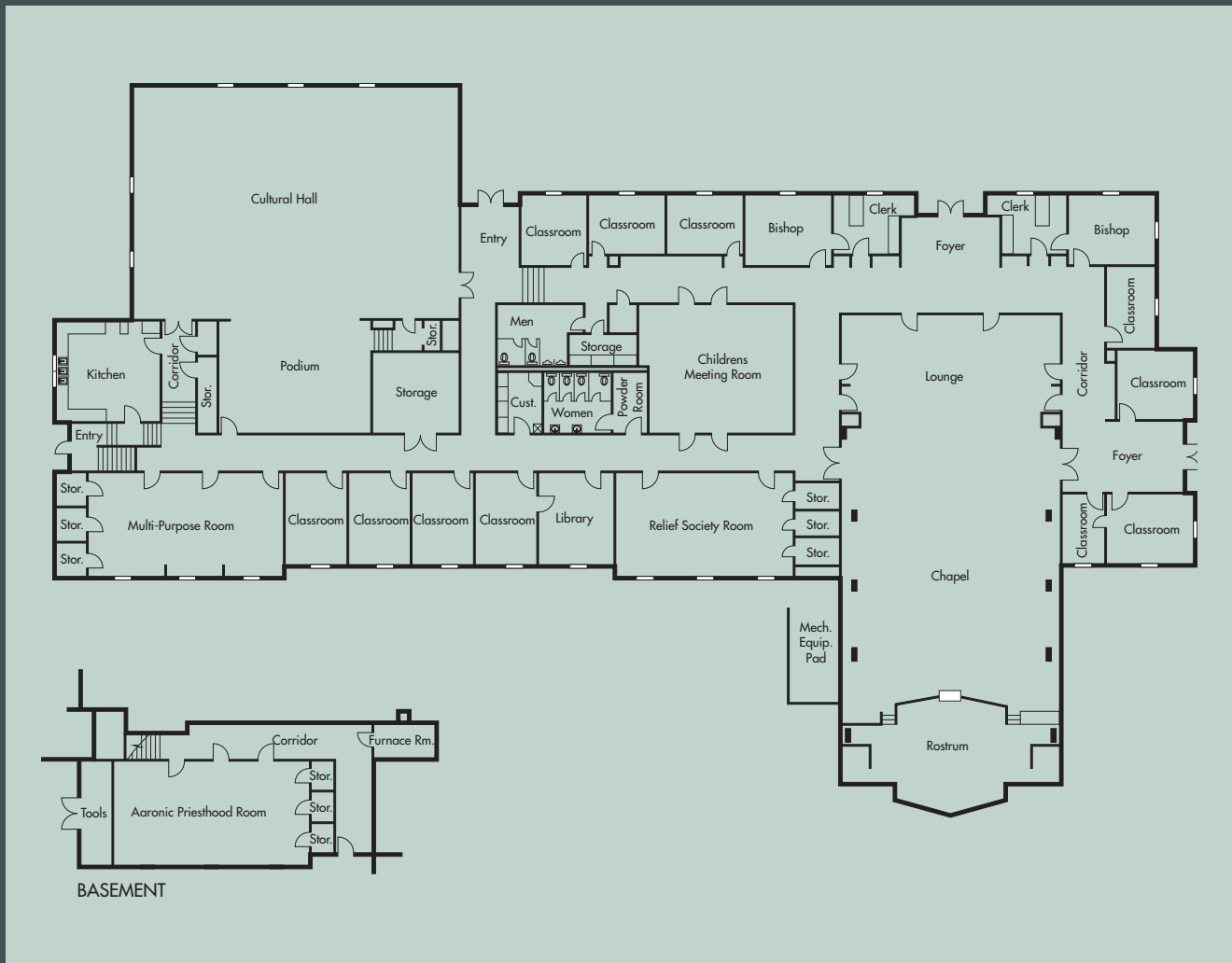
Property Acreage 4.02

Zoning Code R-1-8

Zoning Description

Single Family Residential Housing units with minimum lot size of 8,000 SF

Zoning and allowed uses must be confirmed with city.



Area Map



Contact Us

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Exhibit A

1.1 **Seller's Closing Deliveries.** At the Closing, Seller shall deliver, or cause to be delivered, to Escrow Agent and Buyer, as applicable:

1.1.1 A special warranty deed, or its equivalent in the state where the Real Property is located (the "Deed"), on Seller's approved form, fully executed and properly acknowledged by Seller.

The Real Property contains church-built meetinghouse(s) or building(s) formerly used for religious purposes, and as such, the Deed shall contain certain use restrictions (the "**Conditions**"), including (i) Buyer, their successors and assigns shall not manufacture, keep for sale, or sell on the subject property any alcoholic beverages or intoxicating liquors; (ii) Buyer, its successors and assigns shall not operate a place of public entertainment or amusement (as defined by local statutes) on the subject property; (iii) Buyer, its successors and assigns shall not permit on the subject property a nuisance or offensive activity which is an annoyance or a nuisance to a church or private dwelling located nearby. The foregoing Conditions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the property conveyed herein (the "Subject Parcel"), or any part thereof. In the event that Buyer or any of Buyer's heirs, successors or assigns sells or transfers the Subject Parcel, Buyer shall cause the Conditions to be included in the deed to the grantee in that transaction. In the event of breach of any of the Conditions, Seller shall have the right to obtain an injunction enforcing the Conditions and shall be entitled to reasonable attorneys' fees and costs from Buyer incurred in the enforcement thereof. A breach of any of the Conditions, or injunctive relief obtained by Seller by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Subject Parcel or any part thereof, but the Conditions shall be binding upon, and effective against, any owner whose title to the Subject Parcel or any part thereof, is acquired by foreclosure, trustee's sale or otherwise. All and each of the Conditions shall in all respects terminate, expire and end and be of no further effect either legal or equitable and shall not be enforceable if: (1) Buyer or Buyer's heirs, successors or assigns, demolish all of Seller's buildings on the Subject Parcel; or (2) a period of 50 years expires from the date of the recording of this conveyance.

The Grantor specifically reserves, excepts and retains Mineral Rights. For purposes of this instrument, "**Mineral Rights**" include, whether on, in or under the premises, all of the following—minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and

steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.

Buyer acknowledges that Seller has informed Buyer that the premises described in the Deed and the structures located thereon have not been tested for and cannot be confirmed to be free from asbestos. Buyer hereby releases Seller from any liability to Buyer with regard to asbestos found on said premises and/or structures and Buyer further agrees that Buyer will indemnify and save and hold Seller harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the above-described premises and/or structures. In the case of renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos, Buyer hereby agrees to remove, cover or repair said materials at Buyer's own expense and to comply with the requirements pertaining to asbestos on the said premises and structures, as law may from time to time require. The requirements and provisions of this paragraph shall survive Closing and similar language shall be contained in the Deed.