

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 line adjustment effected in the above deed(s) is hereby approved by the Community 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 municipal corporation

City Recorder

By _____
Community Development Director or Director's designee

ACKNOWLEDGEMENT

STATE OF UTAH)
 : §
COUNTY OF WEBER)

On this ____ day of _____, 20____, personally appeared before me _____ Community 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.

NOTES FOR COMPLETING THIS FORM (DO NOT RECORD THIS PAGE)

1. The name of Owner One needs to be completed using the same name or names appearing on the most recent deed recorded with the office of the Weber County Recorder for the property described on Exhibit A.
2. The name of Owner Two needs to be completed using the same name or names appearing on the most recent deed recorded with the office of the Weber County Recorder for the property described on Exhibit B.
3. Even if the same person or group owns both parcels, the identity of Owner One and Owner Two needs to match the deeds. For example, if Jim Smith and Linda Smith are adjusting a boundary line between two existing parcels, Owner One would be identified as "Jim Smith and Linda Smith" and Owner Two would be identified as "Jim Smith and Linda Smith." It would not be appropriate to list the two separately and show Owner One as Jim Smith (alone) and Owner Two as Linda Smith (alone).
4. An Owner's address may be different than the property address. The Owner's address is used at the beginning of the document, but the property address is used in Recital A and in the Exhibits. If the property does not have an address the form can state "No Address Assigned" or it may describe an approximate address, e.g. "About 2650 Madison"
5. At the end of the document, there is a space for Owner One and Owner Two to sign the Agreement. Please write the exact same name or names of Owner One and Owner Two above the signature lines as are filled out at the beginning of the Agreement. If an owner is only one person, the lower signature line(s) need not be used.
6. Exhibit C is very important. This will define where the property boundary between the parcels now ends. This description is for the new boundary line only. This means it will have a beginning point and an end point. The line can change directions, but all that is intended is to separate the land on one side of the new line from land on the other side of the new line.
7. The blanks in paragraph 1 are filled based on where an owner's property is located in relation to the line described in Exhibit C. For example, if Owner One is going to own the land to the north and east of the new line, you would write in "north and east" for Owner One and "south and west" for Owner Two. Use the best description that applies to the particular circumstances of the transaction.

BOUNDARY LINE AGREEMENT & MUTUAL QUIT CLAIM DEED

This Boundary Line Agreement and Mutual Quit Claim Deed (the "Agreement") is made this _____ day of _____, 20____, by and between

_____,
(hereinafter referred to as "Owner One"); of _____ (address), and
_____,
(hereinafter referred to as "Owner Two") of _____ (address) (Owner
One and Owner Two are collectively referred to as the "Parties").

RECITALS

- A. The Parties are the owners of record of adjoining parcels or lots within Ogden City, Weber County Utah. Owner One currently owns property at _____, Ogden, Utah, which is further described on Exhibit A. Owner Two currently owns property at _____, Ogden, Utah, which is further described on Exhibit B.
- B. The Parties have discussed the mutual advantages to be derived through the relocation of their common boundary line and are interested in establishing written evidence of their agreement.
- C. The Parties have reviewed and approved a revised description of their respective boundary which has been prepared in accordance with the terms of this Agreement regarding the identification, alteration, or correction of their common boundary line. Attached hereto as Exhibit C which contains a description of the line that the Parties have each agreed to as their new common dividing line.
- D. By entering into this agreement, the Parties do not intend to create any new lot, dwelling unit, or remnant parcel. The Parties also do not intend that this Agreement be construed to result in violation of any currently applicable Ogden City zoning requirements or land use ordinance.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner One and Owner Two hereby covenant and agree as follows:

- 1. Owner One hereby quit claims and conveys to Owner Two all that property lying _____ of the Boundary Line as described in Exhibit C, and Owner Two hereby quit claims and conveys to Owner One all that property lying _____ of the Boundary Line as described in Exhibit C, of which the Parties have interest.
- 2. The new legal descriptions of the lots or parcels created by this Agreement and the adoption of the new common boundary line are attached hereto. Exhibit D contains the new legal description for the property owned by Owner One. Exhibit E contains the new legal description for the property owned by Owner Two.
- 3. All improvements hereafter constructed or installed by the Parties on their respective sides of the boundary line shall be placed in a manner that will preclude encroachments over the new common boundary line created by this Agreement.

4. The Parties represent that all mortgages, deeds of trust, or other financial obligations previously secured against their respective properties, as described in Exhibits A and B, have been released or re-conveyed of record prior to or at the time of the recording of this agreement, or that the beneficiary of any deed of trust or other financial obligation has consented to the recording of this agreement.
5. The terms of this Agreement shall run with the land and shall be binding upon all parties claiming by, through or under the Parties including, but not limited to, their purchasers, successors, assigns and lenders.
6. All easements of use or of record in existence on the date of this Agreement affecting, burdening or benefitting the Parties' properties shall remain in force and effect.
7. The terms of this Agreement represent the final and complete understanding of the Parties with respect to the issues described herein. Said terms incorporate and supersede all prior verbal and written representations, discussions and understandings between the Parties.
8. In the event of a default in the terms of this agreement or a disagreement as to the interpretation or implementation of said terms, the party alleging a default shall be entitled to bring an action in an appropriate court and shall be further entitled to recover, in addition to all other relief sought, reasonable attorney's fees and court costs.

OWNER ONE

[Write Owner One's Name(s)]

OWNER TWO

[Write Owner Two's Name(s)]

By:
Its:

By:
Its:

By:
Its:

By:
Its:

ACKNOWLEDGMENT (Personal)

STATE OF UTAH)
 :SS
COUNTY OF _____)

On this ___ day of _____, 20___, personally appeared before me

the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

ACKNOWLEDGMENT (Corporate)

STATE OF UTAH)
 :SS
COUNTY OF _____)

On this ___ day of _____, 20___, personally appeared before me,
_____, who being by me duly sworn did say that she is the
_____ of _____, a
_____ and that the foregoing instrument was signed in behalf of said
entity, and he/she acknowledged to me that said entity executed the same.

NOTARY PUBLIC

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 :SS
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On this ___ day of _____, 20___, personally appeared before me

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_____ and that the foregoing instrument was signed in behalf of said
entity, and he/she acknowledged to me that said entity executed the same.

NOTARY PUBLIC

EXHIBIT A

Property Owned by Owner One

(Address)

Land Serial No.

EXHIBIT B

Property Owner by Owner Two

(Address)

Land Serial No.

EXHIBIT C

New Common Boundary Line Description

EXHIBIT D

New legal description for Owner One

(Address)

EXHIBIT E

New legal description for Owner Two

(Address)