

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.

QUIT CLAIM DEED FOR PROPERTY LINE ADJUSTMENT

This Property Line Adjustment Agreement (the "Agreement") is made this ____ day of _____, 20____, by and between _____ (Party of the First Part); of _____ (address), _____ (Party of the Second Part) of _____ (address) (collectively the Parties).

RECITALS

- A. The Parties are the owners of record of adjoining parcels or lots within Ogden City, Weber County Utah. The Party of the First Part currently owns property at _____ (street address), which is further described on Exhibit A. The Party of the Second Part currently owns the property at _____ (street address), 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 is a description of the line which the Parties have 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, The Party of the First Part and the Party of the Second Part hereby covenant and agree as follows:

1. The Party of the First Part hereby quit claims and conveys to the Party of the Second Part all that property lying _____ (direction) of the Boundary Line as described as Exhibit C, and the Party of the Second Part hereby quit claims and conveys to the Party of the First Part all that property lying _____ (direction) of the Boundary Line as described as Exhibit C, of which the Parties have interest.
2. The new legal descriptions of the lots or parcels created by this property line adjustment agreement are attached hereto. Exhibit D contains the new legal description for the property owned by the Party of the First Part. Exhibit E contains the new legal description for the property owned by the Party of the Second Part.
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 common property line created by this Property Line Adjustment.
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 reconveyed 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 Property Line Adjustment 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 now in existence on 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.

WITNESS the hand of said party of the first part this ____ day of _____, 20__.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

By:
Its:

By:
Its:

OGDEN CITY APPROVAL

The lot line adjustment effected in the above agreement is hereby approved by the Community Development Director of Ogden City, or the Director's designee, in accordance with Ogden City Ordinance and the requirements of State law, this ____ day of _____, 20__.

OGDEN CITY, a Utah Municipal Corporation

By: _____
Community Development Director/Current Planning Manager

ATTEST:

City Recorder

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this ____ day of _____, 20__, personally appeared before me _____ the _____, and _____, City Recorder, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

EXHIBIT A

(Existing Parcel A – Land Serial No. _____)
(Street Address)

EXHIBIT B

(Existing Parcel B – Land Serial No. _____)
(Street Address)

EXHIBIT C

(Boundary Line Description)

EXHIBIT D

(New Parcel A legal description)
(Street Address)

EXHIBIT E

(New Parcel B legal description)
(Street Address)