# **Boundary Line Amendments**

Senate Bill 104 and the Boundary Adjustment Process in Utah Effective May 7, 2025

### Presentation by:

John B. Stahl, PLS, CFedS, Cornerstone Land Consulting, Inc.

### Panel Members:

Cort Ashton, NTP, Cottonwood Title Insurance Agency Zachary Shaw, Deputy Salt Lake County District Attorney Shelley Brennan, Duchesne County Recorder



- O1 New Legal Terminology

  Revised Boundary
  Establishment Procedures

  Revised Boundary
  Adjustment Procedures

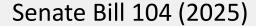
  Recording & Documentation
- Recording & Documentation
  Standards
- Other Subdivision Law Modifications
- O6 Boundary Establishment Documents
- **O7** Boundary Adjustment Conveyance Documents
- **08** Conclusion and Q&A

Overview of Key Changes made by SB104 (2025)



Signed by Governor Cox on March 19, 2025





# **Boundary Line Amendments**

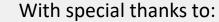




With special appreciation for Senator Calvin R. Musselman and Representative Paul A. Cutler (co-sponsor)

And the many interested parties and their associations for the many hours devoted to the preparation of this monumental bill.





Utah Council of Land Surveyors
Utah League of Cities and Towns
Utah Association of Counties
Utah Property Rights Coalition
Utah Land Title Association





# Senate Bill 104 (2025)

### Why muck with a good thing?

agreements

Added language "shall act as a quitclaim deed" 57-1-45
clarified

Defined
elements
needed to
record a
boundary
agreement

Removed
language for
title
conveyance to
harmonize with
case law

17-27a-522 & 10-9a-523 introduced

Both
adjustments
and
agreements
were "not
subject to
review of a land
use authority"

Allowed adjustment by quitclaim or 57-1-45 agreement

57-1-45
Se amended
Added
requirement for a survey and an

amended plat

Retained exemption from review

57-1-45 effectively eliminated

Replaced by all new rewrite of 17-27a-523 & 17-27a-524

Initiated a review process for both adjustments and agreements

57-1-45 Near complete rewrite

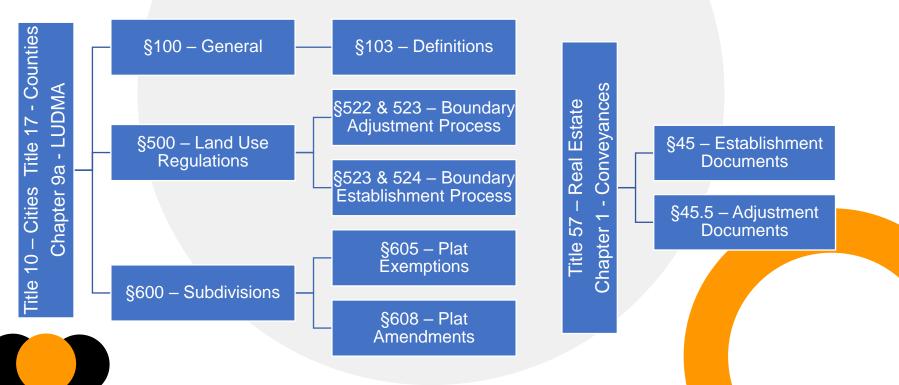
Adjustments
Solution and Agreements
were treated as
if the same

Resulting confusion of surveyors, recorders, administrators, attorneys, and landowners



# Senate Bill 104 (2025)

Structure of Utah's Code



### 1. New Legal Terminology (Updated)

### Boundary Adjustment (§10-9a-103(7) and §17-27a-103(7))

Defined as an agreement between adjoining property owners to relocate a common boundary, resulting in a conveyance of property. It must not create a new parcel or lot.

### Boundary Establishment (§10-9a-103(8) and §17-27a-103(8))

Means an agreement between adjoining property owners to clarify ambiguous, uncertain, or disputed boundaries to establish the location of their existing boundary without creating new lots or parcels.

### **Defined Terms**

- ➤ Boundary Adjustments (under §57-1-45.5) relocate the existing boundary between adjoining properties by creating a new boundary.
- ➤ Boundary Establishments (under §57-1-45) clarify the location of existing boundary locations without creating new boundaries or new property descriptions and are exempt from review.



### 1. New Legal Terminology (Updated)

### Simple Boundary Adjustment (§10-9a-103(70) and §17-27a-103(70))

Means a boundary adjustment that:

- Does not affect public rights-of-way, public easements, or public property
- Does not impact existing easements, wastewater system regulations, or internal lot restrictions
- ☐ Does not result in a lot or parcel violating land use regulations

### Full Boundary Adjustment (§10-9a-103(22) and §17-27a-103(24))

Means a boundary adjustment that is not a simple boundary adjustment.

### **Obsolete Terms Removed**

Terminology like 'lot line adjustment' and 'parcel boundary adjustment' or 'boundary agreement' is eliminated to reflect the revised legal framework.



### 2. Revised Boundary Establishment Procedures

### Boundary Establishments (§10-9a-524 and §17-27a-523)

The owners of adjoining properties may initiate a boundary establishment to resolve an ambiguous, uncertain, or disputed boundary, by recording an agreement on the location of an existing common boundary.

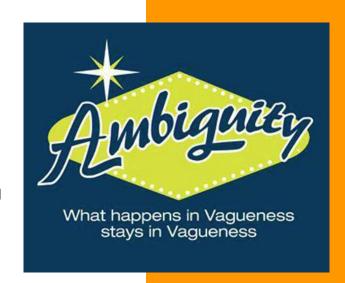
### **Boundary Establishment Documents**

Adjoining property owners executing a boundary establishment **shall**:

- Prepare an establishment document that complies with §57-1-45; and
- Record the boundary establishment with the county recorder for the property's location.

A boundary establishment is **not subject to review by a land use authority** and does not require consent or approval before being recorded.

A boundary establishment presumptively does not affect pre-existing easements and conveys ownership up to the established boundary.



### 3. Revised Boundary Adjustment Procedures

### Simple Boundary Adjustments (§10-9a-523 and §17-27a-522)

Require only a compliant conveyance document if the adjustment meets certain criteria—no impact on public easements, rights-of-way, or land use conformity. Require land use authority review and written notice of consent.

### **Administrative Consent**

poundary adjustment if it does not:
Affect a public right-of-way, public easement, or public property;
Affect an easement, wastewater system, or internal lot restriction; or
Cause nonconformity with land use regulations.

The land use authority shall provide a notice of consent to a proposed simple

Consent is an **administrative act** that clarifies the land use authority is not liable for errors, and consents to the recording of the boundary adjustment.

A proposal for a simple boundary adjustment **must**:

Include a conveyance document that complies with §57-1-	45.5; and
Describes all affected lots or parcels	



### 3. Revised Boundary Adjustment Procedures

### Full Boundary Adjustments (§10-9a-523 and §17-27a-522)

Must include a conveyance document, survey, and possibly a plat amendment (§10-9a-608), depending on local ordinance. Require a public hearing and land use authority written notice of consent.

### **Administrative Consent**

The <u>land use authority shall provide a notice of consent</u> to the full boundary adjustment if:

- ☐ A conveyance document (complying with §57-1-45.5);
- ☐ A survey (complying with §57-1-45.5(3)(b)); and
  - o The survey shows no violation of land use regulations; and
- ☐ If required, a plat amendment under §10-9a-608 or §17-27a-608.
  - The plat amendment is approved at a public hearing
- ☐ A written notice of consent is attached.

Consent is an **administrative act** that clarifies the land use authority is not liable for errors, and consents to the recording of the boundary adjustment.



### **Boundary Establishment Documents (§57-1-45)**

SB104 updates the existing statute, specifically outlining standards for boundary establishment (formerly boundary agreement) documents. Establishment documents are to be indexed against the properties affected.

### **Required Content**

Boundary Establishment Documents must include:

- Name, address, and notarized signature of each property owner,
- Existing property descriptions, tax identifications, and addresses,
- Description of the agreed boundary,
- ☐ Describe the ambiguity, uncertainty, or dispute being resolved
- A graphical exhibit, and
- A reference to a survey (if conducted).

Establishment documents must meet the requirements of §57-1-45.



### Record of Survey Requirements (§57-1-45)

A Record of Survey filed in accordance with §17-23-17 is optional for all Boundary Establishments and Simple Boundary Adjustments. The survey, if conducted, must be referenced in the Boundary Establishment Document.

### **Required Content**

In addition to the requirements of §17-23-17, the Record of Survey may include:

- Existing dwellings, outbuildings, improvements, and other physical features
- Existing easements, rights-of-way, conditions, or restrictions recorded or apparent
- ☐ The location of the established boundary tied to a corner of record
- An explanation in the survey narrative of the reason for the boundary establishment



### **Boundary Adjustment Conveyance Document (§57-1-45.5)**

SB104 introduces a new section specifically outlining standards for conveyance documents related to boundary adjustments. A conveyance document, as defined in §10-9a-103 and §17-27a-103 shall comply with §57-1-45.5.

### **Required Content**

A Conveyance Document shall include:

- ☐ Name, address, and notarized signatures of each party
  - Legal description and tax identification of each parcel
- ☐ New legal description of each parcel after the adjustment
- Conveyance language transferring title to each party
- Legible exhibit depicting:
  - Former boundary
  - New boundary
  - Size, shape, and dimensions of each adjusted parcel or lot
- ☐ Reference to a §17-23-17 record of survey (if conducted)



### Record of Survey Requirements (§57-1-45.5)

A Record of Survey filed in accordance with §17-23-17 is required for all Full Boundary Adjustments and is recommended for all Boundary Establishments and Simple Boundary Adjustments. The survey, if conducted, must be referenced in the Conveyance Document.

### **Required Content**

In addition to the requirements of §17-23-17, the Record of Survey shall depict:

- Existing dwellings, outbuildings, improvements, and other physical features
- Existing easements, rights-of-way, conditions, or restrictions recorded or apparent
- Legible depiction of:
  - Existing and new descriptions for each parcel or lot affected by the boundary adjustment
  - Former boundary location
  - New boundary location
  - Size, shape, and dimensions of each adjusted parcel or lot
  - Other existing or proposed improvements that impact or are subject to land use regulations



### **Recording Requirements (§57-1-45.5)**

The County Recorder shall confirm that the conveyance document is:

- ☐ In a legible and recordable format, including any exhibits attached or referenced
- Accompanied by a **Notice of Consent** to the boundary adjustment from the land use authority under §10-9a-523(3) or §17-27a-522(3) or (6) If the Conveyance Document is not in a legible or recordable format, the recorder shall provide an explanation of the corrections necessary to record.

### **Effect of Recording**

The recording of a boundary adjustment conveyance document presumptively:

- Relocates an existing boundary by creating a new boundary between the adjoining properties
- Changes the size, shape, or configuration of two or more adjoining lots or parcels
- Does not affect any previously recorded easement
- Affixes the ownership of the adjoining parties to the adjusted boundary



### Definitions (§10-9a-103 & §17-27a-103)

(63) **"Subdivision"** means any land division creating two or more parts for sale, lease, or development.

### "Subdivision" Does not include:

- i. agricultural divisions under § 10-9a-605(2) & §17-27a-605(2);
- ii. consolidating lots by reference to a recorded plat or parcels by metes and bounds into a single description;
- iii. anticipatory divisions for future land use approval;
- iv. boundary adjustments;
- v. boundary establishments;
- vi. public road dedications by plat;
- vii. deeds or easements for roads, streets, or highways; or
- viii. any other division of land authorized by law.



### Exemptions from Plat Requirement (§10-9a-605 & §17-27a-605)

The amendments to §605 aim to streamline the subdivision process for small-scale and agricultural land divisions, reducing the administrative burden while ensuring compliance with essential land use regulations.

### A Plat is not required if:

- Administrative land use division approval for 10 or fewer parcels
- ➤ Agricultural parcel divisions qualifying under §59-2-502
- > Include a written notice of approval attached or a separate affidavit

### A Record of Survey is required:

- > Contains legal descriptions of both the parent and new parcels
- Cites the statutory exemption claimed
- ➤ Is filed with the county surveyor under §17-23-17



### Subdivision Amendments (§10-9a-608 & §17-27a-608)

### **Amended Plat Requirements**

When a subdivision amendment is approved, the new plat must:

- > Depict only the **amended portion** of the subdivision;
- ➤ Have a **distinct name** from the original plat;
- > Include:
  - > A description of the differences from the original;
  - > A reference to the original plat.

### **Revised Notice Requirements**

- > Counties must give **notice by mail or email** to:
  - > Affected utility providers;
  - Property owners of record within the portion of the proposed amendment.
- The notice must specify a **deadline for written objections** (at least 10 days after notice is sent).



### Subdivision Amendments (§10-9a-608 & §17-27a-608)

### **Approval Limitations**

- > The land use authority may not approve the amendment before:
  - ➤ The deadline for objections expires;
  - Or the public hearing is held (if one is required).
- Agencies are **prohibited** from approving amendments that would **eliminate or affect utility easements** unless:
  - > Those easements are preserved; or
  - > Approval is obtained from the easement holder.

### **Clarifications to Minor Amendments (No Hearing Required)**

- > A public hearing is **not required** when:
  - The amendment joins contiguous lots owned by the same party;
  - The subdivision of lots doesn't violate zoning or prior conditions;
  - > The amendment adjusts an internal lot restriction;
  - The amendment only affects **lots owned by the petitioner** or **common** areas.



### §57-1-45. Boundary establishments -- Establishment documents -- Effect.

- (1) A boundary establishment shall: (a) be finalized by recording an establishment document, as defined in § 10-9a-103 and § 17-27a-103; and (b) comply with this section.
- (2) An establishment document **shall include**: (a) the name and signature of each party to the establishment document:
- (b) the address of each party to the establishment document for assessment purposes;
- (c) a statement describing the ambiguity, uncertainty, or dispute being resolved with the boundary establishment:
- Deed misclosures
- Adjoining deed conflict
- Conflicting surveys
- Conflicting occupation
- Transcription errors
- Historical occupation
- Mediated settlement
- Court order

When recorded, send to:

### BOUNDARY ESTABLISHMENT AGREEMENT

[ins	e Boundary Establishment set forth hereinafter is made and entered into by and between <b>Party 1</b> , of sert Party 1 address], (hereinafter referred to as "Party 1"), and <b>Party 2</b> , of [insert Party 2 address], preinafter referred to as "Party 2"). All of the Property described herein is in County, ah.
	RECITALS
WH	HEREAS:
A.	"Party 1" is the owner of the following parcel of real property as reflected in the instruments recorded at Entry Number Book at Page of the County records:
	Tax ID Number
	[INSERT CURRENT PARTY 1 DESCRIPTION]
	(Hereinafter referred to as the "Party 1 Property.")
В.	"Party 2" is the is the owner of the following parcel of real property as reflected in the instruments recorded as Entry Number Book at Page of the County records:
	Tax ID Number
	[INSERT CURRENT PARTY 2 DESCRIPTION]
	(Hereinafter referred to as the "Party 2 Property.")
C.	Party 1 and Party 2 desire to establish an [ambiguous, uncertain, or disputed] boundary line between the Party 1 Property and the Party 2 Property. The ambiguity, uncertainty, or dispute being resolved is
D.	As a result of said ambiguities, an uncertainty or dispute has arisen with regard to the location of the

common boundary line between the Party 1 and Party 2 properties, and the Parties desire to settle

said uncertainties or dispute by entering into this Boundary Establishment Agreement, fixing said

boundary location with certainty per Utah Code §57-1-45.

### §57-1-45. Boundary establishments -- Establishment documents -- Effect.

- (1) A boundary establishment shall: (a) be finalized by recording an establishment document, as defined in § 10-9a-103 and § 17-27a-103; and (b) comply with this section.
- (2) (d) a statement that the adjoining property owners agree on the established boundary location described in the establishment document boundary;
- (e) a current legal description of each parcel or lot that is subject to the established boundary;
- (f) a new legal description of the established boundary;

When recorded, send to: **BOUNDARY ESTABLISHMENT AGREEMENT** The Boundary Establishment set forth hereinafter is made and entered into by and between Party 1, of [insert Party 1 address], (hereinafter referred to as "Party 1"), and Party 2, of [insert Party 2 address], (hereinafter referred to as "Party 2"). All of the Property described herein is in Utah. RECITALS WHEREAS: A. "Party 1" is the owner of the following parcel of real property as reflected in the instruments recorded at Entry Number Book at Page of the County records: Tax ID Number [INSERT CURRENT PARTY 1 DESCRIPTION] (Hereinafter referred to as the "Party 1 Property.") "Party 2" is the is the owner of the following parcel of real property as reflected in the instruments recorded as Entry Number \_\_\_\_\_ Book \_\_\_\_ at Page \_\_\_\_ of the \_\_\_\_\_ County records: Tax ID Number \_\_\_\_ [INSERT CURRENT PARTY 2 DESCRIPTION] (Hereinafter referred to as the "Party 2 Property.") C. Party 1 and Party 2 desire to establish an [ambiguous, uncertain, or disputed] boundary line between the Party 1 Property and the Party 2 Property. The ambiguity, uncertainty, or dispute being resolved is . D. As a result of said ambiguities, an uncertainty or dispute has arisen with regard to the location of the common boundary line between the Party 1 and Party 2 properties, and the Parties desire to settle said uncertainties or dispute by entering into this Boundary Establishment Agreement, fixing said boundary location with certainty per Utah Code §57-1-45.

### §57-1-45. Boundary establishments -- Establishment documents -- Effect.

- (1) A boundary establishment shall: (a) be finalized by recording an establishment document, as defined in § 10-9a-103 and § 17-27a-103; and (b) comply with this section.
- (2) (d) a statement that the adjoining property owners agree on the established boundary location described in the establishment document boundary;
- (e) a current legal description of each parcel or lot that is subject to the established boundary;
- (f) a new legal description of the established boundary;

### BOUNDARY ESTABLISHMENT AGREEMENT

NOW THEREFORE, in consideration of the above premises, and to permanently establish the common legal and physical boundary line between the **Party 1 Property** and the **Party 2 Property**, Party 1 and Party 2 hereby agree as follows:

1. The Established Boundary between the Party 1 Property and the Party 2 Property is described as follows:

- A visual graphic prepared in accordance with §57-1-45(g)(ii) depicting the location of physical features relative to or marking the established boundary is attached as Exhibit
- 3. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance with §57-1-45(2)(g)(j) to establish permanent monuments defining the location of the established boundary line between their respective parcels. The survey was performed on [Date], by [Name of Company], of [City], Utah, and certified by [Surveyor Name], [License Number], as [Project Number]. The survey is filed in the office of the [County] Surveyor as [File Number].
- 4. Party 1 and Party 2 agree to treat the established boundary as their common boundary, as demonstrated by (a) actual possession by each party up to their common boundary, as visibly marked by monuments, fences, buildings, or other physical improvements, or (b) cultivating or controlling each owner's property up to the visibly marked common boundary, and (c) extending their ownership to their respective common boundary and relinquishing any claim of right, title, or interest in the opposite adjoining properties.
- 5. Party 1 and Party 2 acknowledge (a) that this boundary establishment agreement is not subject to review by a land use authority and does not require consent before being recorded, (b) that they have been notified of the potential requirement of a subdivision plat amendment if any of the property is located in a recorded subdivision, (c) that the recording of this agreement does not constitute a land use approval, and (d) that a land use application approval may be withheld if the established boundary was not in compliance with land use regulations in effect on the day on which this boundary establishment agreement was recorded.
- Nothing contained herein shall be construed as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests or claims which otherwise inure to the benefit of Party 1 or Party 2.
- The terms and conditions of this boundary establishment shall be and hereby are agreed to be binding on the heirs, administrators, executors, personal representatives, successors, and/or assigns of the parties hereto and shall run with the property.

### §57-1-45. Boundary establishments -- Establishment documents -- Effect.

(2)(g)(ii) if the parcels or lots are unimproved, or if the property owners have otherwise not conducted a survey, an attached visual or graphic depicting a representation of the location of the established boundary relative to physical objects marking the established boundary;

(2)(g)(i) if the property owners have conducted a survey, a reference to a record of the survey map, as defined in Section 17-23-17, showing information necessary to identify the established boundary that may include: (A) existing dwellings, outbuildings, improvements, and other physical features; (B) existing easements, rights-of-way, conditions, or restrictions recorded or apparent; (C) the location of the agreed boundary; and (D) an explanation in the survey narrative of the reason for the boundary establishment; or

### BOUNDARY ESTABLISHMENT AGREEMENT

NOW THEREFORE, in consideration of the above premises, and to permanently establish the common legal and physical boundary line between the **Party 1 Property** and the **Party 2 Property**, Party 1 and Party 2 hereby agree as follows:

 The Established Boundary between the Party 1 Property and the Party 2 Property is described as follows:

- A visual graphic prepared in accordance with §57-1-45(g)(ii) depicting the location of physical features relative to or marking the established boundary is attached as Exhibit
- 3. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance with §57-1-45(2)(g)(j) to establish permanent monuments defining the location of the established boundary line between their respective parcels. The survey was performed on [Date], by [Name of Company], of [City], Utah, and certified by [Surveyor Name], [License Number], as [Project Number]. The survey is filed in the office of the [County] Surveyor as [File Number].
- 4. Party 1 and Party 2 agree to treat the established boundary as their common boundary, as demonstrated by (a) actual possession by each party up to their common boundary, as visibly marked by monuments, fences, buildings, or other physical improvements, or (b) cultivating or controlling each owner's property up to the visibly marked common boundary, and (c) extending their ownership to their respective common boundary and relinquishing any claim of right, title, or interest in the opposite adjoining properties.
- 5. Party 1 and Party 2 acknowledge (a) that this boundary establishment agreement is not subject to review by a land use authority and does not require consent before being recorded, (b) that they have been notified of the potential requirement of a subdivision plat amendment if any of the property is located in a recorded subdivision, (c) that the recording of this agreement does not constitute a land use approval, and (d) that a land use application approval may be withheld if the established boundary was not in compliance with land use regulations in effect on the day on which this boundary establishment agreement was recorded.
- Nothing contained herein shall be construed as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests or claims which otherwise inure to the benefit of Party 1 or Party 2.
- The terms and conditions of this boundary establishment shall be and hereby are agreed to be binding on the heirs, administrators, executors, personal representatives, successors, and/or assigns of the parties hereto and shall run with the property.

### §57-1-45. Boundary establishments -- Establishment documents -- Effect.

(4) Property owners who agree to a boundary establishment shall treat the established boundary as the common boundary, as demonstrated by: (a) actual possession by each owner of the owner's property up to the common boundary, as visibly marked by monuments, fences, buildings, or other physical improvements; or (b) each owner cultivating or controlling the owner's property up to the visibly marked common boundary.

§10-9a-522 or §17-27a-523. Boundary establishment -- Process – Boundary agreement not subject to review by land use authority -- Prohibitions.

(6) A boundary establishment that complies with this section presumptively: (b) conveys the ownership of the adjoining parties to the established common boundary.

### BOUNDARY ESTABLISHMENT AGREEMENT

NOW THEREFORE, in consideration of the above premises, and to permanently establish the common legal and physical boundary line between the **Party 1 Property** and the **Party 2 Property**, Party 1 and Party 2 hereby agree as follows:

1. The Established Boundary between the Party 1 Property and the Party 2 Property is described as follows:

- A visual graphic prepared in accordance with §57-1-45(g)(ii) depicting the location of physical features relative to or marking the established boundary is attached as Exhibit \_\_\_.
- 3. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance with §57-1-45(2)(g)(j) to establish permanent monuments defining the location of the established boundary line between their respective parcels. The survey was performed on [Date], by [Name of Company], of [City], Utah, and certified by [Surveyor Name], [License Number], as [Project Number]. The survey is filed in the office of the [County] Surveyor as [File Number].
- 4. Party 1 and Party 2 agree to treat the established boundary as their common boundary, as demonstrated by (a) actual possession by each party up to their common boundary, as visibly marked by monuments, fences, buildings, or other physical improvements, or (b) cultivating or controlling each owner's property up to the visibly marked common boundary, and (c) extending their ownership to their respective common boundary and relinquishing any claim of right, title, or interest in the opposite adjoining properties.
- 5. Party 1 and Party 2 acknowledge (a) that this boundary establishment agreement is not subject to review by a land use authority and does not require consent before being recorded, (b) that they have been notified of the potential requirement of a subdivision plat amendment if any of the property is located in a recorded subdivision, (c) that the recording of this agreement does not constitute a land use approval, and (d) that a land use application approval may be withheld if the established boundary was not in compliance with land use regulations in effect on the day on which this boundary establishment agreement was recorded.
- Nothing contained herein shall be construed as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests or claims which otherwise inure to the benefit of Party 1 or Party 2.
- The terms and conditions of this boundary establishment shall be and hereby are agreed to be binding on the heirs, administrators, executors, personal representatives, successors, and/or assigns of the parties hereto and shall run with the property.

### §57-1-45. Boundary establishments -- Establishment documents -- Effect.

- (2) (h) if any of the property that is the subject of the establishment document is located in a recorded subdivision, an acknowledgment that each party to the agreement has been notified of the potential requirement of a subdivision plat amendment;
- (8) The recording of an establishment document does not constitute a land use approval by a municipality or a county; and
- (9) A municipality or a county may enforce a municipal or county ordinance against, or withhold approval of a land use application for, property that is subject to a boundary establishment if the municipality or the county determines that the established boundary was not in compliance with the municipality's or the county's land use regulations in effect on the day on which the boundary establishment was recorded.

### BOUNDARY ESTABLISHMENT AGREEMENT

NOW THEREFORE, in consideration of the above premises, and to permanently establish the common legal and physical boundary line between the **Party 1 Property** and the **Party 2 Property**, Party 1 and Party 2 hereby agree as follows:

 The Established Boundary between the Party 1 Property and the Party 2 Property is described as follows:

- A visual graphic prepared in accordance with §57-1-45(g)(ii) depicting the location of physical features relative to or marking the established boundary is attached as Exhibit \_\_\_.
- 3. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance with §57-1-45(2)(g)(j) to establish permanent monuments defining the location of the established boundary line between their respective parcels. The survey was performed on [Date], by [Name of Company], of [City], Utah, and certified by [Surveyor Name], [License Number], as [Project Number]. The survey is filed in the office of the [County] Surveyor as [File Number].
- 4. Party 1 and Party 2 agree to treat the established boundary as their common boundary, as demonstrated by (a) actual possession by each party up to their common boundary, as visibly marked by monuments, fences, buildings, or other physical improvements, or (b) cultivating or controlling each owner's property up to the visibly marked common boundary, and (c) extending their ownership to their respective common boundary and relinquishing any claim of right, title, or interest in the opposite adjoining properties.
- 5. Party 1 and Party 2 acknowledge (a) that this boundary establishment agreement is not subject to review by a land use authority and does not require consent before being recorded, (b) that they have been notified of the potential requirement of a subdivision plat amendment if any of the property is located in a recorded subdivision, (c) that the recording of this agreement does not constitute a land use approval, and (d) that a land use application approval may be withheld if the established boundary was not in compliance with land use regulations in effect on the day on which this boundary establishment agreement was recorded.
- Nothing contained herein shall be construed as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests or claims which otherwise inure to the benefit of Party 1 or Party 2.
- 7. The terms and conditions of this boundary establishment shall be and hereby are agreed to be binding on the heirs, administrators, executors, personal representatives, successors, and/or assigns of the parties hereto and shall run with the property.

§10-9a-522 or §17-27a-523. Boundary establishment -- Process -- Boundary agreement not subject to review by land use authority -- Prohibitions.

(3) A boundary establishment: (a) is not subject to review of a land use authority; and (b) does not require consent or approval from a land use authority before it may be recorded.

### §57-1-45. Boundary establishments -- Establishment documents -- Effect.

(2)(g)(i) (i) a sufficient acknowledgment for each party's signature.

### BOUNDARY ESTABLISHMENT AGREEMENT

NOW THEREFORE, in consideration of the above premises, and to permanently establish the common legal and physical boundary line between the **Party 1 Property** and the **Party 2 Property**, Party 1 and Party 2 hereby agree as follows:

 The Established Boundary between the Party 1 Property and the Party 2 Property is described as follows:

- A visual graphic prepared in accordance with §57-1-45(g)(ii) depicting the location of physical features relative to or marking the established boundary is attached as Exhibit
- 3. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance with §57-1-45(2)(g)(j) to establish permanent monuments defining the location of the established boundary line between their respective parcels. The survey was performed on [Date], by [Name of Company], of [City], Utah, and certified by [Surveyor Name], [License Number], as [Project Number]. The survey is filed in the office of the [County] Surveyor as [File Number].
- 4. Party 1 and Party 2 agree to treat the established boundary as their common boundary, as demonstrated by (a) actual possession by each party up to their common boundary, as visibly marked by monuments, fences, buildings, or other physical improvements, or (b) cultivating or controlling each owner's property up to the visibly marked common boundary, and (c) extending their ownership to their respective common boundary and relinquishing any claim of right, title, or interest in the opposite adjoining properties.
- 5. Party 1 and Party 2 acknowledge (a) that this boundary establishment agreement is not subject to review by a land use authority and does not require consent before being recorded, (b) that they have been notified of the potential requirement of a subdivision plat amendment if any of the property is located in a recorded subdivision, (c) that the recording of this agreement does not constitute a land use approval, and (d) that a land use application approval may be withheld if the established boundary was not in compliance with land use regulations in effect on the day on which this boundary establishment agreement was recorded.
- Nothing contained herein shall be construed as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests or claims which otherwise inure to the benefit of Party 1 or Party 2.
- The terms and conditions of this boundary establishment shall be and hereby are agreed to be binding on the heirs, administrators, executors, personal representatives, successors, and/or assigns of the parties hereto and shall run with the property.

§10-9a-522 or §17-27a-523. Boundary establishment -- Process – Boundary agreement not subject to review by land use authority -- Prohibitions.

(3) A boundary establishment: (a) is not subject to review of a land use authority; and (b) does not require consent or approval from a land use authority before it may be recorded.

§57-1-45. Boundary establishments -- Establishment documents -- Effect.

(2)(g)(i) (i) a sufficient acknowledgment for each party's signature.

Dated this day of [year	].	
STATE OF UTAH ) : ss.  County of	Party 1  efore me this day of	_, [year], by
Party 1.	Notary Public	-
Dated this day of [year	Party 2	
STATE OF UTAH         )           : ss.           County of		
The foregoing instrument was acknowledged b Party 2.		_, [year], by -
	Notary Public	

### §57-1-45.5. Conveyance document for a Boundary Adjustment – Form and Effect.

- (1) A conveyance document, as defined in Sections 10-9a-103 and 17-27a-103, for a boundary adjustment shall comply with this section.
- (2) A conveyance document shall include:
- (a) the name and signature of each party to the conveyance document;
- (b) the address of each party to the conveyance document for assessment purposes;
- (c) a legal description of the parcel or lot owned by each party before the boundary adjustment;
- (d) a legal description of the parcel or lot owned by each party after the boundary adjustment; and
- (e) sufficient language to convey title from one party to another party, in conformity with the proposed boundary adjustment.

### **BOUNDARY ADJUSTMENT AGREEMENT**

The Agreements and Conveyances set forth hereinafter are made and entered into by and between [Party 1], of [insert Party 1 address], (hereinafter referred to as "Party 1"), and [Party 2], of [insert Party 2 address], (hereinafter referred to as "Party 2"). All the Property described herein is in County, Utah. This Boundary Adjustment Conveyance Document is made in accordance with Utah Code § 57-1-45.5 between adjoining property owners adjusting their existing common boundary. RECITALS WHEREAS: A. "Party 1" is the owner of the following parcel of real property as reflected in the current instruments recorded at Entry Number Book at Page of the County records: Tax ID Number \_\_\_\_\_ [INSERT CURRENT PARTY 1 DESCRIPTION] (Hereinafter referred to as the "Party 1 Property.") B. "Party 2" is the owner of the following parcel of real property as reflected in the current instruments recorded as Entry Number \_\_\_\_\_\_ Book \_\_\_\_ at Page \_\_\_\_ of the County records: Tax ID Number [INSERT CURRENT PARTY 2 DESCRIPTION] (Hereinafter referred to as the "Party 2 Property.") C. Party 1 and Party 2 desire to adjust the boundary line between the Party 1 Property and the

Party 2 Property to a more desirable position.

### §57-1-45.5. Conveyance document for a Boundary Adjustment – Form and Effect.

- (1) A conveyance document, as defined in Sections 10-9a-103 and 17-27a-103, for a boundary adjustment shall comply with this section.
- (2) A conveyance document shall include:
- (a) the name and signature of each party to the conveyance document;
- (b) the address of each party to the conveyance document for assessment purposes;
- (c) a legal description of the parcel or lot owned by each party before the boundary adjustment;
- (d) a legal description of the parcel or lot owned by each party after the boundary adjustment; and
- (e) sufficient language to convey title from one party to another party, in conformity with the proposed boundary adjustment.

### AGREEMENT AND CONVEYANCE

NOW THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for the purpose of permanently establishing an adjusted boundary line between the **Party 1 Property** and the **Party 2 Property**, Party 1 and Party 2 agree as follows:

 The Party 1 Property shall henceforth be referred to as the "Party 1 Adjusted Property" and shall, based upon the adjusted boundary, be more particularly described as follows:

Party 1	Adjusted	Property
Tax ID		

### [INSERT PARTY 1 ADJUSTED DESCRIPTION]

The **Party 2 Property** shall henceforth be referred to as the "Party 2 Adjusted Property" and shall, based upon the adjusted boundary, be more particularly described as follows:

Party 2 Adjusted Property	,
Tax ID	

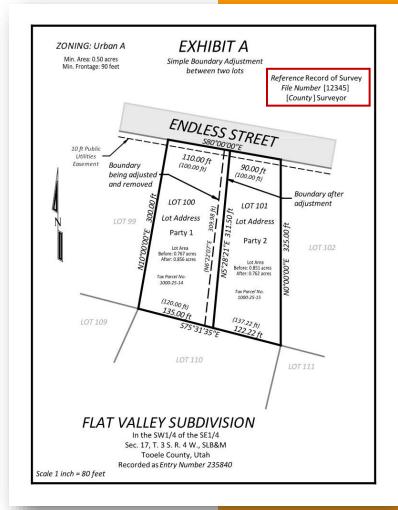
### [INSERT PARTY 2 ADJUSTED DESCRIPTION]

- A visual graphic prepared in accordance with §57-1-45.5(3)(a) depicting the affected properties with their former and new adjusted boundary location is attached as Exhibit \_\_\_\_.
- 4. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance with §57-1-45.5(3)(b) to describe permanent monuments defining the location of the established boundary between their respective parcels. The said survey was performed on [Date], by [Name of Company], of [City], Utah, and certified by [Surveyor Name], [License Number], as [Project Number]. The survey is filed in the office of the [County] Surveyor as [File Number].
- 5. In order to establish the adjusted boundary, Party 1 hereby relinquishes, conveys and quitclaims to Party 2 any right, title, interest and estate Party 1 may have in the property described in Paragraph 2 above which lies within the adjusted boundary of the Party 2 Adjusted Property.
- 6. In order to establish the adjusted boundary, Party 2 hereby relinquishes, conveys, and quitclaims to Party 1 any right, title, interest, and estate Party 2 may have in the property described in Paragraph 1 above, which lies within the adjusted boundary of the Party 1 Adjusted Property.
- Nothing contained herein shall be construed as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests or claims which otherwise inure to the benefit of Party 1 or Party 2.
- The terms and conditions of this agreement shall be and hereby are agreed to be binding on the heirs, administrators, executors, personal representatives, successors, and/or assigns of the parties hereto and shall run with the property.

# §57-1-45.5. Conveyance document for a Boundary Adjustment – Form and Effect.

- (3) In addition to the information required in Subsection (2), a conveyance document shall include as an exhibit, in a legible and recordable format:
- (a) a **visual or graphic** of the proposed boundary adjustment and all properties affected by the proposed boundary adjustment, depicting: (i) the **former boundary location**; (ii) the **new boundary location**; and (iii) the **size**, **shape**, **and dimensions** of each adjusted parcel or lot;
- (b) if the property owners have conducted a survey, a reference to the record of the survey map, as defined in Section 17-23-17, showing:

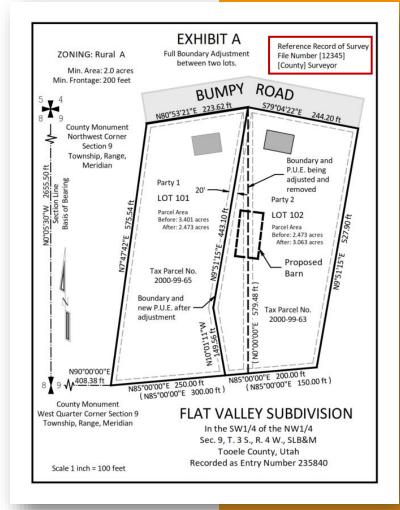
   (i) existing dwellings, outbuildings, improvements, and other physical features;
   (ii) existing easements, rights-of-way, conditions, or restrictions recorded or apparent;
   (iii) the former boundary location;
   (v) the size, shape, and dimensions of each adjusted lot or adjusted parcel;
   and (vi) other existing or proposed improvements that impact or are subject to land use regulations;
- (c) if the conveyance document addresses a boundary adjustment that requires an **amendment to a subdivision plat** under Section 10-9a-523 or 17-27a-522, the amendment to the subdivision plat.



# §57-1-45.5. Conveyance document for a Boundary Adjustment – Form and Effect.

- (3) In addition to the information required in Subsection (2), a conveyance document shall include as an exhibit, in a legible and recordable format:
- (a) a visual or graphic of the proposed boundary adjustment and all properties affected by the proposed boundary adjustment, depicting: (i) the former boundary location; (ii) the new boundary location; and (iii) the size, shape, and dimensions of each adjusted parcel or lot;
- (b) if the property owners have conducted a survey, a reference to the record of the survey map, as defined in Section 17-23-17, showing:

   (i) existing dwellings, outbuildings, improvements, and other physical features;
   (ii) existing easements, rights-of-way, conditions, or restrictions recorded or apparent;
   (iii) the former boundary location;
   (v) the size, shape, and dimensions of each adjusted lot or adjusted parcel;
   and (vi) other existing or proposed improvements that impact or are subject to land use regulations;
- (c) if the conveyance document addresses a boundary adjustment that requires an **amendment to a subdivision plat** under Section 10-9a-523 or 17-27a-522, the amendment to the subdivision plat.



# §57-1-45.5. Conveyance document for a Boundary Adjustment – Form and Effect.

(4)(a) A conveyance document is effective on the day it is recorded as part of a boundary adjustment. (b) Before recording a conveyance document, a county recorder shall confirm that the conveyance document is: (i) in a **legible and recordable format**, including any exhibit to the conveyance document; and (ii) **accompanied by a notice of consent** to the boundary adjustment from a land use authority under Subsection 10-9a-523(3) or (6) or Subsection 17-27a-522(3) or (6). (c) Upon receipt of a conveyance document, or any exhibit to a conveyance document, that is not in a legible and recordable format, a county recorder shall provide the person submitting the conveyance document with an explanation of the corrections necessary to record the conveyance document.

### Notice of Consent Simple Boundary Adjustment

I, \_\_\_\_\_\_, the designated Land Use Authority for [City/County], in accordance with §10-9a-523 (3) or §17-27a-522 (3), hereby provide consent to a Simple Boundary Adjustment proposed by [Party 1] and [Party 2] that:

- (a) Includes the attached conveyance document that complies with §57-1-45.5;
- (b) Does not:

of [City/County]

- (i) affect a public right-of-way, county utility easement, or other public property;
- (ii) affect an existing easement, onsite wastewater regulation, or an internal lot restriction;or
- (iii) result in a lot or parcel out of conformity with land use regulations.

This notice of consent is an administrative act. The land use authority is not responsible for any error related to the boundary adjustment. The recording of a boundary adjustment does not constitute a land use approval. The land use authority may withhold approval of a land use application for property that is subject to a boundary adjustment if the county determines that the resulting lots or parcels are not in compliance with the county's land use regulations in effect on the day on which the boundary adjustment is recorded.

Signed this	day of	, [year].
	[signati	urel
[printed name]	•	•
Designated Land L	Ise Authority	

### 17-27a-522. Simple boundary adjustment -- Full boundary adjustment Process -- Review by land use authority

- (2) A proposal for a **simple boundary adjustment** shall: (a) include a conveyance document that complies with Section 57-1-45.5; and (b) describe all lots or parcels affected by the proposed boundary adjustment.
- (3) A land use authority shall consent to a proposed simple boundary adjustment if the land use authority verifies that the proposed simple boundary adjustment: (a) meets the requirements of Subsection (2); and (b) does not: (i) affect a public right-of-way, county utility easement, or other public property; (ii) affect an existing easement, onsite wastewater system, or an internal lot restriction; or (iii) result in a lot or parcel out of conformity with land use regulations.

### Notice of Consent Simple Boundary Adjustment

I, \_\_\_\_\_\_, the designated Land Use Authority for [City/County], in accordance with §10-9a-523 (3) or §17-27a-522 (3), hereby provide consent to a Simple Boundary Adjustment proposed by [Party 1] and [Party 2] that:

- (a) Includes the attached conveyance document that complies with §57-1-45.5;
- (b) Does not:

of [City/County]

- (i) affect a public right-of-way, county utility easement, or other public property;
- (ii) affect an existing easement, onsite wastewater regulation, or an internal lot restriction; or
- (iii) result in a lot or parcel out of conformity with land use regulations.

This notice of consent is an administrative act. The land use authority is not responsible for any error related to the boundary adjustment. The recording of a boundary adjustment does not constitute a land use approval. The land use authority may withhold approval of a land use application for property that is subject to a boundary adjustment if the county determines that the resulting lots or parcels are not in compliance with the county's land use regulations in effect on the day on which the boundary adjustment is recorded.

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, [year].

[printed name]
Designated Land Use Authority

# 17-27a-522. Simple boundary adjustment -- Full boundary adjustment Process -- Review by land use authority

- (4) If the land use authority determines that a proposed simple boundary adjustment does not meet the requirements of Subsection (3), a full boundary adjustment is required.
- (5) To propose a **full boundary adjustment**, the adjoining property owners shall submit a proposal to the land use authority that includes: (a) a conveyance document that complies with Section 57-1-45.5; (b) a survey that complies with Subsection 57-1-4.5(3)(b); and (c) if required by county ordinance, a proposed plat amendment corresponding with the proposed full boundary adjustment, prepared in accordance with Section 17-27a-608.
- (6) The land use authority shall consent to a proposed full boundary adjustment made under Subsection (5) if: (a) the proposal submitted to the land use authority under Subsection (5) includes all necessary information; (b) the survey described in Subsection (5)(b) shows no evidence of a violation of a land use regulation; and (c) if required by county ordinance, the plat amendment corresponding with the proposed full boundary adjustment has been approved in accordance with Section 17-27a-608.

### Notice of Consent Full Boundary Adjustment

I, \_\_\_\_\_\_, the designated Land Use Authority for [City/County], in accordance with §10-9a-523 (6) or §17-27a-522 (6), hereby provide consent to a Full Boundary Adjustment proposed by [Party 1] and [Party 2] that:

- (a) Includes the attached conveyance document that complies with §57-1-45.5;
- (b) Includes a reference to a survey that complies with §57-1-45.5(3)(b);
- (c) If required by local ordinance, includes a proposed plat amendment corresponding with the proposed full boundary adjustment, prepared in accordance with 17-27a-608; and
- (d) Does not:
  - (i) affect a public right-of-way, county utility easement, or other public property;
  - (ii) affect an existing easement, onsite wastewater regulation, or an internal lot restriction;
     or
  - (iii) result in a lot or parcel out of conformity with land use regulations.

This notice of consent is an administrative act. The land use authority is not responsible for any error related to the boundary adjustment. The recording of a boundary adjustment does not constitute a land use approval. The land use authority may withhold approval of a land use application for property that is subject to a boundary adjustment if the county determines that the resulting lots or parcels are not in compliance with the county's land use regulations in effect on the day on which the boundary adjustment is recorded.

Signed this day of		, [year]
	[signature]	
[printed name]		
Designated Land Use Authority		
of [City/County]		

# 17-27a-522. Simple boundary adjustment -- Full boundary adjustment Process -- Review by land use authority

(7)(a) Consent under Subsection (3) or (6) is an administrative act. (b) Notice of consent under Subsection (3) or (6) shall be provided to the person proposing the boundary adjustment in a format that makes clear: (i) the land use authority is not responsible for any error related to the boundary adjustment; and (ii) a county recorder may record the boundary adjustment.

- (8) A boundary adjustment is effective from the day on which the boundary adjustment, as consented to by the land use authority, is recorded by the county recorder along with the relevant conveyance document.
- (9) The recording of a boundary adjustment does not constitute a land use approval.
- (10) A county may enforce county ordinances against, or withhold approval of a land use application for, property that is subject to a boundary adjustment if the county determines that the resulting lots or parcels are not in compliance with the county's land use regulations in effect on the day on which the boundary adjustment is recorded.

### Notice of Consent Full Boundary Adjustment

I, \_\_\_\_\_\_, the designated Land Use Authority for [City/County], in accordance with §10-9a-523 (6) or §17-27a-522 (6), hereby provide consent to a Full Boundary Adjustment proposed by [Party 1] and [Party 2] that:

- (a) Includes the attached conveyance document that complies with §57-1-45.5;
- (b) Includes a reference to a survey that complies with §57-1-45.5(3)(b);
- (c) If required by local ordinance, includes a proposed plat amendment corresponding with the proposed full boundary adjustment, prepared in accordance with 17-27a-608; and
- (d) Does not:
  - (i) affect a public right-of-way, county utility easement, or other public property;
  - (ii) affect an existing easement, onsite wastewater regulation, or an internal lot restriction;or
  - (iii) result in a lot or parcel out of conformity with land use regulations.

This notice of consent is an administrative act. The land use authority is not responsible for any error related to the boundary adjustment. The recording of a boundary adjustment does not constitute a land use approval. The land use authority may withhold approval of a land use application for property that is subject to a boundary adjustment if the county determines that the resulting lots or parcels are not in compliance with the county's land use regulations in effect on the day on which the boundary adjustment is recorded.

Signed this day of, [year
[signature]
[printed name]
Designated Land Use Authority
of [City/County]



→ FOUND ON SET SECTION CONNER AS MOTED ON PLAT

- NOT FOUND OR SET GUARTER CORNER AS NOTED ON PLAT O FOUND ON SET 1/16 CORNER AS MITTED ON PLAT
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- O FINE COME - CHISTING FORCE
- · MAC STREE AND MASSET

### BASIS OF BEARINGS

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### NARRATIVE

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CURVE TABLE					
CLARVE	DELTA	A4065	ARC LENGTH	CHED BRNG	
	9'05'77"	467.55	73.21	5 55"36"39" E	
	235229	262.04	7.09.19	N 63700735" W	108.40
	36'26'06	83.20	52.91	N 56"43"46" W	
C4	17'09'55	81.70	24.93"	N 29"55"46" W	

### ZONING INFORMATION

TOTAL (A-5 ACRES - ACRES DEFT MAY FROM CO. DO FEET SERVICE SERVICE AS FEET SERVICE SERVICE



### NOTICE OF CONSENT

I TO MA-523 (6) OR \$17-27A-522 (8), MEMBER PROVIDE CONCENT FOR [CITY/COUNTY], W ACCORDANCE WITH DEPART 2] AND [DERITY 2] THAT CONCENT TO A FALL BOURDARY ADJOITMENT PROPOSED BY

(a) MELLEGS FOR ATTACKED COMMERCIANCE COCUMENT PART COMPLEX WITH \$557-1-40.5; (b) MELLEGS A REPORTINGE TO A SHIRETY THAT COMPLEX WITH \$577-1-40.55;(507-(c)) OF REQUIRED BY LOCAL PROPARIES, RELIGIOUS A PROPAGED PLAY MARKAGEMENT CORRESPONDED, WITH THE PROPAGED FOR LE BOUNDAMY AND AND MEMORY, THE PART OF MACCOMMENT WITH THE PART OF MEDICAL PROPAGE AND

COCORES MOTE O) AMPECT AN PRIBLIC RIGHT-OF-BAY, COLARTY UTILITY EASEMENT, ON OTHER PUBLIC PROPERTY, O) AMPECT AN EXISTING EASEMENT, ORIGIT WASTERNIER REGULATION, OF AN INTERNAL OF RESTRICTION, OR OLARGISLE AN A LOT OF PRIBLIC OUT OF COMPONINTY WITH ADM USE REQUIRATIONS.

THE MOTICE OF CONCENT IS AN ADMINISTRATINE ACT. THE CAME LIZE ALLDWINGTY OF ACT RESPONSIBLE FOR ANY ERROR RECEASED. TO THE ECONOMINA ALLASMANT THE RECOMMENS OF A SOCIETY ALLOS ANY CONCENTION A LOSS ANY CONCENTION A LOSS ANY CONCENTION A LOSS ANY CONCENTION AS A LOSS ANY CONCENTION AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATION SIGNED THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_

	[SOMETHE]
(PRINTED NAME)	
DESIGNATED LAND USE AUTHORITY OF CITY/COUNTY	

### OWNER'S CERTIFICATE

TO PARTY I ARY RICHT, TITLE, INTEREST AND ESTATI ADJUSTED BOUNDARY OF THE [PARTY 2] ADJUSTED	PARTY I MAY	HAVE ON THE		
Londowner's Signatures			Date Acknowledged for Nationy	Notary I Initiate

[FARTY #1]		
TOMOTY #13		

### ACKNOWLEDGMENT

On the data above by each argusture, personally appeared before me [FARTY #T], sugress of the above certificate who skip activiselying to me that they skip execute asms.

My commission equips	
	Notory Public

### OWNER'S CERTIFICATE

IN CHOCK TO								
DD: DHARTY 13	ANY KNINT	TITLE WITHE	ST AND ESD	ATE SPARTY	27 4447	HAVE IN THE	DESCRIBED	AS

	Landowner's Signotures	Date Acknowledged for Notary	Notary's Indials
[PARTY #2]			
[PAKTY #2]			

### ACKNOWLEDGMENT

State of Otals County of	
On the state Mowi certificate who duly	by much signature, personally appeared before the [PARTY $E_{i}^{p}$ ], signers of the above acknowledged fit the that they did execute some.

My committees reports	Notiny Public

### RECORD OF SURVEY FOR A SIMPLE BOUNDARY ADJUSTMENT

### [PARTY 1 & PARTY 2]

SECTION X, TOWNSHIP X SOUTH, RANGE X WEST XX SPECIAL BASE AND MERIDIAN

### BOUNDARY ADJUSTMENT ASSETMENT

Spr ID Number

TORROSON 2 SCHOOL RANCE 2 MEST CHARLE SCHOOL SCHOOL MESTIGNED SCHOOL SCH

[Party 1] and [Party 2] desire to adjust the boundary line between the [Party 1] Property and the [Party 2] Property to a more desirable position.

### AGREEMENT AND CONVEYANCE

NOW THERETORE, in consideration of the above previous, and for other good and valuable consideration, the authority and record of which is handle authority and not be purpose of permissively establishing an original boundary in between the (Party 1) Proporty, Perform (Party 1) and (Party 2) agree as follows:

### [Party 1] ADJUSTED PROPERTY

Consequency at the Scattering Corner of the Northwest Querier of the Northwest Querier of Section 100, Eventuin 2. South, Stepp. 3 Heart of the United Squared Steve and Meeting.

Steven North GODALYT (2012) 2566 heat steep the East One of some shipped part to the selections of an existing forcing the Section Shows below \$85,023.0° and \$33.05 then slong and force and eleminosis throw to the final to or and algorithms. Shows that \$60,025 the \$1.05 then slong and then the three controls of the county required and \$1.05 then slong and \$1.05 then slong and \$1.05 then \$1.05

### (Party 2) ADJUSTED PROPERTY

Regioning of the Northwest Corner of the Content of the Northwest Courter of the Northwest Courter of Section 10, Sownship 2 South, Reeps 2 Neet of the Visional Regionist States and Medicalize. South 2014/20 West 178.03 Seed the Section 10 and the Section of a social depart part. Source South 2014/20 West 178.03 Seed to the Section of a social depart part.

if sold Section; hence North COSLI'79" West 30.79 feet along the West line of sold olipsot part to the extension of an existing Rence: Thence South BF3378" East 1338.56 feet along said fence and extensions thereof to the East line of said aliquet port;
There South 025417" West 25.98 tret along the East line of not oliquet part to the Point of Beginning, containing 23.323 acres. Said parail being subject to that portion being used as County fluid right-of-way.

NOTIFICAL CONTINUED HEREIN SHALL BE CONSTRUED AS GAME, GRAPTING, CORRESING, RELACAGE, RELINQUISHING, OR OTHERWISE AFFECTION, AND EXISTING EXCEMENT RESHES, REFERSTS ON CLAMS WHICH OTHERWISE RUSE TO THE REMETER OF (PARTY OR PARTY 2).

THE TERMS AND CONDITIONS OF THIS ADMILLABLY SHALL BE AND HERBITY ARE ADMILLED TO HE BROWNS ON THE HERBS, ADMINISTRATORS, EXECUTIONS, PERSONAL REPRESENTATIVES, SUCCESSIONS, AND/OR ASSEMS OF THE FIRRESS HERBES AND AND SHALL BEIN MIN THE PROPERTY.

### SURVEYOR'S CERTIFICATE

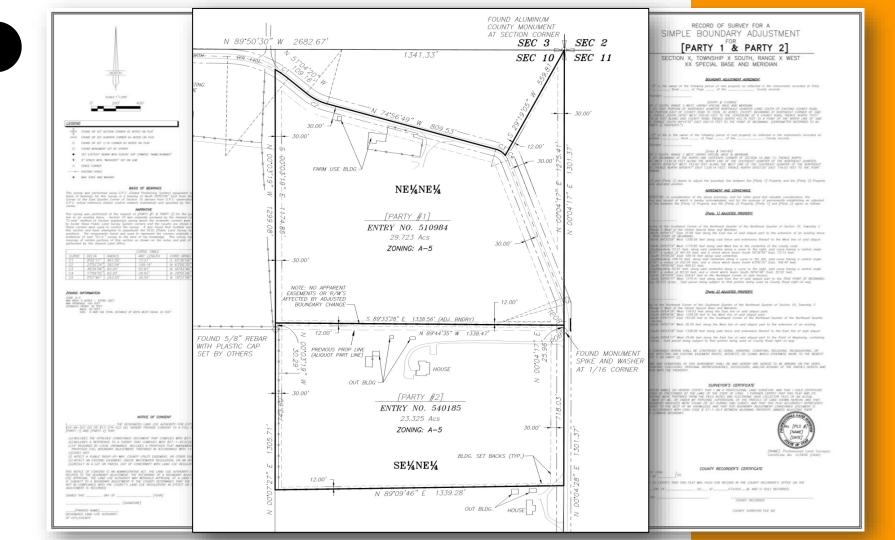
L DIAMPORTO MANE, DO MERIES CERTIFICADO S CERTIFICADO DESENVOLVE AND THAT I MAD CERTIFICADO DE L'INDEPENDANT DE L'INDEPENDANT



### COUNTY RECORDER'S CERTIFICATE

STATE OF UTAH THIS IS TO CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE COUNTY RECORDER'S OFFICE ON THE 

FICAG NO .....



### FOUND ALUMINUM COUNTY MONUMENT N 89°50'30" W 2682.67" SEC 3 SEC 2 EXCENSIVE COUNTY ASSESSMENT TO THE FALLY SEC 10 / SEC 11 FOUND ALUMNUM COUNTY MONUMENT

### BOUNDARY ADJUSTMENT AGREEMENT

"[Party 1]" is the owner of the following parcel of real property as reflected in the instruments recorded at Entry Number Book at Page of the County records:
Tax ID Number
[ENTRY # 510984] TOWNSHIP 2 SOUTH, RANGE 3 WEST, UINTAH SPECIAL BASE AND MERIDIAN SECTION 10: THAT PORTION OF NORTHEAST QUARTER NORTHEAST QUARTER LYING SOUTH OF EXISTING COUNTY ROAD, AND THAT PORTION EAST OF COUNTY ROAD TO TOTAL 30 ACRES. EXCEPT: BEGINNING AT NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 29'50' WEST 550 00 FEET TO THE CENTERLINE OF A COUNTY ROAD; THENCE NORTH 75'07' WEST 234.36 FEET ALONG SAID COUNTY ROAD; THENCE NORTH 422.79 FEET TO A POINT OF THE NORTH LINE OF SAID SECTION; THENCE SOUTH 89'19'35" EAST 500.15 FEET TO THE POINT OF BEGINNING. (HEREINAFTER REFERRED TO AS THE "[PARTY 2] PROPERTY")
"[Party 2]" is the is the owner of the following parcel of real property as reflected in the instruments recorded as Entry Number Book at Page of the County records:
Tax ID Number
[Entry # 540185]  TOWNSHIP 2 SOUTH, RANGE 2 WEST UINTAH SPECIAL BASE & MERIDIAN.  SECTION 10: BEGINNING AT THE NORTH ONE SIXTEENTH CORNER OF SECTION 10 AND 11; THENCE NORTH  89'45'34" WEST 1338.34 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;  THENCE SOUTH 00'06'50" WEST 743.60 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST  QUARTER; THENCE NORTH 89'08'47" EAST 1339.14 FEET; THENCE NORTH 00'03'30" EAST 718.03 FEET TO THE POINT  OF BEGINNING.
[Party 1] and [Party 2] desire to adjust the boundary line between the [Party 1] Property and the [Party 2] Property to a more desirable position.

(a) F MILLIAND DE LLOIS CHORNING, MILLION A FRANCISC DES MILLIONES DES MILLIONES MOS DE DES MILLIONES MOS DES MOS DE MILLIONES MOS DE MILLIONE	[PARTY #1]	[run z:]
(X) AFFECT AN EXISTING FASEMENT, ORGITE MASTEMATER REGULATION, OR AN INTERNAL LOT RESTRICTION, OR (IMPOUNT MAY LOT OR PRINCIPLA OF COMPONENTY WITH LAND USE REQULATIONS.	[PMITE #1]	[FAKTY \$7]
THE MODES OF COMESTER IS AN ADMINISTRATE ACT. THE LAND LIFE MILITERITY OF NOT RESPONSIBLE FOR ANY EXPRESSIONS OF ADMINISTRATION DO THE PROCESSION ADMINISTRATION OF ADMINISTRATION DOTS OF CONSTITUTE A LAND LIST APPROVAL FOR LAND LIST AUTHORITY MAY REPORTED APPROVAL OF A LAND LIST APPLICATION FOR PROPERTY THAT OF SUBJECT OF A DOCUMENT ADMINISTRATION FOR PROPERTY THAT OF SUBJECT OF ADMINISTRATION ADMINISTRATION FOR COUNTY OF PROPERTY THAT	ACKNOWLEDGMENT	ACKNOWLEDGMENT
NOT IN COMPLIANCE WITH THE COUNTY'S LAND USE RESULATIONS IN EFFECT ON THE DAY ON WHICH THE BOUNDARY AGUISTMENT IS RECORDED.	State of Liftsh SS.	State of State   SS
SIGNED THIS DAY OF [YEAR]	On the data shown by each separature, personally appeared before me [PARTY \$1], signers of the above certificate who daty activiseles(see for me that they did evecute some.	On the state shown by mach signature, personally appeared before me [P4RTY \$2], signers of the above contribute who take acknowledged to rise that they did execute some.
[FORMER MANN]  INCOMPRESSOR OF Authority OF CRYSCOMER  OF	My commission equive	My constitute agree

### RECORD OF SURVEY FOR A SIMPLE BOUNDARY ADJUSTMENT

### [PARTY 1 & PARTY 2]

SECTION X, TOWNSHIP X SOUTH, RANGE X WEST XX SPECIAL BASE AND MERIDIAN

### BOUNDARY ADJUSTMENT AGREEMENT

"[Party 1]" is the cener of the following parcel of real property on reflected in the instruments recorded at Entry Rainbar Book of Page of the County records.

SERVICE 2 SCURE RENCE 2 MEST GRADE SPECIAL METERORY AND AND THE THROUGH 2 SCURE RENCH 2 METERORY OF SERVICE AND THE THROUGH AND THROUGH AND THE THROUGH AND THROUGH AN

ty 1] and (Party 2] depice to adjust the boundary line between the (Party 1] Property and the (Party 2) Pro

NOW TRESTORE, in consideration of the above premises, and for other good and valuable consideration, the sufficiency and received of which is hereby asimonividual, and for the purpose of permissertly establishing an adjusted boundary fine between the [Party 1] in Property and the [Party 2] Property, [Party 1] and [Party 2] and property of the party of the party 2] and party and the party 2 property, [Party 1] and party 2 party and tolerance.

### [Party 1] ADJUSTED PROPERTY

Since The PLTE'S Red 13325 and days get these and elements there in the State of a servered the State The State 1344 bits and get that the late the state of the state of the sentiment of the State 1344 bits and State 1344 bits and the State 13

### (Party 2) ADJUSTED PROPERTY

Registring of the Northeast Corner of the Southeast Querier of the Northeast Querier of Section 10, Sourcelp 2 South, Storp 2, May of the United Special Store and Meetings. Bennic South 2012/127 West 778.0.3 Next shorp the East line of a sent allegat part. Source South 2012/127 West 125.0.3 Next in the North law of and shaped part. of gold Section; Bende North COSLI'79" West 30.79 feet along the West line of pold olipset part to the extension of an existing

Next South SF3378" East 1338.56 heet stong sold fence and extensions thereof to the East line of sold aliqued Berty.

South 02704\*17" Wast 25:36 test along the East line of mold aliquid part to the Point of Engineing, containing 23:355 series. Said pareal being soldiest to that portion being used as County flood right-of-was.

NOTIONIC CONTAINED HEREIT SHALL BE CONSTRUED AS GAVAG, GRANTING, CONSERVING, RELEASING, RELACIOSISHING, OR O'M-HINES MYTECTION AND CHISTING EXCEMENT RICHES, RETRESTS ON GLAMS WHICH OTHERWISE MURE TO THE BENEFIT OF PARIET OF REPORTS!

THE TOTALS AND CONDITIONS OF THIS ADMILLABLY SHALL BE AND HERBITY ARE ADMILL TO THE BACKING ON THE HERBIT, ADMINISTRATIONS, EXECUTIONS, PERSONAL REPRESENTATIVES, SUCCESSIONS, AND/OR ASSEMS OF THE FIRMES MERETO AND SHALL BEEN AND THE PROPERTY.

### SURVEYOR'S CERTIFICATE



### COUNTY RECORDER'S CERTIFICATE

STATE OF LICEN | SS THIS IS TO CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE COUNTY RECORDER'S OFFICE ON THE 

FICHIC NO COUNTY RECORDER

COUNTY SUMEYOR FAZ NO.

### AGREEMENT AND CONVEYANCE

NOW THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for the purpose of permanently establishing an adjusted boundary line between the [Party 1] Property and the [Party 2] Property, [Party 1] and [Party 2] agree as follows:

	[Party 1] ADJUSTED PROPERTY	"Thirty 12" is the owner of the following parcel of real property as reflected in the instruments recorded at Entry Baseline flook in Figure of the County records.
0"	Tax ID	TOWNSHIP 2 SOUTH, RANCE 3 WEST, UNITED SECUL BRICK HIS MERCHAN SECTION IN THAT PORTION OF MORTHEST COUNTER NORTHEST COUNTY FOR COUNTY FORD, AND THAT PORTION DEED OF COUNTY ROUN TO TOTAL 30 ACRES SECTION FROM THE ADMINISTRATION OF SAND SECTION, PARKES SOUTH SPECIAL STORY OF THE THE OF SECTIONS OF A COUNTY FORD ROUTE SAND SECTION, PARKES SOUTH SPECIAL ROUTE STORY.
LEGEND  Dig / Code de ence / Code de ence / Code de ence de en	Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 10, Township 2 South, Range 3 West of the Uintah Special Base and Meridian; Thence North 00°04'17" East 25.96 feet along the East line of said aliquot part to the extension of an existing fence and the TRUE POINT OF BEGINNING;	Will take that the same search who is that the same search of the same
No SPACE     No SPACE     No SPACE     No SPACE     No SPACE	Thence North 89°33'28" West 1338.56 feet along said fence and extensions thereof to the West line of said aliquot part;	THE COURT WAS A STATE OF THE COURT WAS A STATE
This survey was per- basis of bearings to Corner to the East S.P.S. without referen- center.	Thence North 00'03'19" West 1174.85 feet along said West line to the centerline of the county road; Thence Southeasterly 73.21 feet, along said centerline along a curve to the right, said curve having a central angle of 09'05'17", a radius of 461.55 feet, and a chord which bears South 55'36'59" East, 73.13 feet; Thence South 51'04'20" East 109.16 feet along said centerline;	Diety 13 and Park 32 action to edited the boundary line between the Parky 13 Property and the Parky 13 Property Parks benedite position  ***EXECUTE ON CONSTRUCT**  **MONETORY**  **MONETORY*  **MONETORY**  **MONETORY*  **MONETORY
This turney was per feer to an existing. "3-male" implication of to locate these Publisher corners were	Thence Southeasterly 109.19 feet, along said centerline along a curve to the left, said curve having a central angle of 23*52'29", a radius of 262.04 feet, and a chord which bears South 63*00'35" East, 108.40 feet;	[Parks 1] ADASTED PROPERTY.  See ©
this partiest and he population. The main endeances at each century performed by the CORNE DESTA CO. 35750 CO. 35750 CO. 37750 CO. 57557	Thence South 74'56'49" East 809.53 feet; Thence Southeasterly 52.91 feet, along said centerline along a curve to the right, said curve having a central angle of 36'26'06", a radius of 83.20 feet, and a chord which bears South 56'43'46" East, 52.02 feet; Thence North 29'19'05" East 559.81 feet to the Northeast Corner of said Section; Thence South 00'04'17" West 1275.41 feet along said East line of said aliquot part to the TRUE POINT OF BEGINNING, containing 29.723 acres. Said parcel being subject to that portion being used as County Road right-of-way.	Sells, Reiniz 3 and of the telesis General Biom and Reinizer.  Sells, Reiniz 2 and of the telesis General Biom and Reinizer.  Sells Reinizer 3 and Sells Reinizer 3 and Sells Reinizer 3 and single part to the selection of the Sells Reinizer 4 and Reinizer 5 and Sells Reinizer 4 and Sells Reinizer 5 and
ZONNIG INFORMATN LONE, AS. MIN. ARIA, S. ACRES — MIN. FRONDING, 100 FE SETSACKS FRONT, 30 FE BACK, 30 FE	[Party 2] ADJUSTED PROPERTY	[Park 2] ADASTER PROFESSY.  See 0
Efficient specifical and a second specifical and a sec	Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 10, Township 2 South, Range 3 West of the Uintah Special Base and Meridian; Thence South 00'04'28" West 718.03 feet along the East line of said aliquot part; Thence South 89'09'46" West 1339.28 feet to the West line of said aliquot part; Thence North 00'07'27" East 743.60 feet to the Southwest Corner of the Northeast Quarter of said Section; Thence North 00'03'19" West 30.29 feet along the West line of said aliquot part to the extension of an existing	Section (Section 2) and of the Section Section Stem and Newton Section 5 in Section
	fence; Thence South 89°33'28" East 1338.56 feet along said fence and extensions thereof to the East line of said aliquot part;	CONSISTENCE WITH PROPERTY FROM THE FIELD ANDS AND ELECTRONS DATA COLLECTOR FILES OF AN ACTION.  BURNEY MADE ON MY, OR ACTION OF PROPERCE SEPTEMBERS, OF THE PROPERCY CAN DO SHADE WHICH PROPERCY AND THE PROPERCY OF THE PROPE
(FIG-94-523 (4) OF (PARTY 1) AND (PA (4) MICLIDES A ME (4) IF MICLIDES A ME (4) DOES NOT	Thence South 00°04'17" West 25.96 feet along the East line of said aliquot part to the Point of Beginning, containing 23.325 acres. Said parcel being subject to that portion being used as County Road right-of-way.	[Max]
(I) AFFECT A PUB. (II) AFFECT AN EXI- (III) AFFECT AN EXI- (III) AFFECT AN EXI- (III) AFFECT AT THE SE- (III) AFFECTAL THE SI- (III) AFFECTAL THE SI- (III) AFFECTAL THE SI- (III) AFFECTAL THE SI- (III) AFFECT AFFECT AFFECTAL THE SI- (III) AFFECT	NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS GIVING, GRANTING, CONVEYING, RELEASING, RELINQUISHING, OR OTHERWISE AFFECTING ANY EXISTING EASEMENT RIGHTS, INTERESTS OR CLAIMS WHICH OTHERWISE INURE TO THE BENEFIT OF [PARTY 1 OR PARTY 2].	SHEET OF LICHE COUNTY RECORDER'S CERTIFICATE SHARP OF
SIGNED THIS	THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE AND HEREBY ARE AGREED TO BE BINDING ON THE HEIRS, ADMINISTRATIORS, EXECUTORS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND/OR ASSIGNS OF THE PARTIES HERETO AND SHALL RUN WITH THE PROPERTY.	COUNTY RECURSOR  COUNTY RECURSOR  COUNTY RECURSOR

RECORD OF SURVEY FOR A
SIMPLE BOUNDARY ADJUSTMENT

[PARTY 1 & PARTY 2]
SECTION X, TOWNSHIP X SOUTH, RANGE X WEST XX SPECIAL BASE AND MERIDIAN

### RECORD OF SURVEY FOR A SIMPLE BOUNDARY ADJUSTMENT FOUND ALUMINUM COUNTY MONUMENT [PARTY 1 & PARTY 2] N 89'50'30" W 2682.67" SEC 3 | SEC 2 COORD COAT HOW NOTE T - FOR -221 SECTION X, TOWNSHIP X SOUTH, RANGE X WEST SEC 10 / SEC 11 XX SPECIAL BASE AND MERIDIAN BOUNDARY ADJUSTMENT AGREEMENT OWNER'S CERTIFICATE parcel of real property on reflected in the instruments recorded at Entry of the IN ORDER TO ESTABLISH THE ADJUSTED BOUNDARY, PARTY 1 HEREBY RELINQUISHES, CONVEYS AND QUITCLAIMS TO PARTY 2 ANY RIGHT, TITLE, INTEREST AND ESTATE PARTY 1 MAY HAVE IN THE PROPERTY DESCRIBED AS THE ADJUSTED BOUNDARY OF THE ["PARTY 2] ADJUSTED PROPERTY" NAME OF SET GLAPPER CORNER AS NOTED ON PLA Landowner's Signatures O FOUND ON SET 1/14 CORNER AS NOTED ON PLAT Date Acknowledged Notary's to Notary Initials SET SUPPORT RESIDE WITH PLACED CAP STAMPED TO V A" SPACE MEN SENSIONS" SET ON LINE 6 PINT CHMP - CHISTING FORCE · MAC STREE AND MASSIVE the boundary line between the [Party 1] Property and the [Party 2] Property **SPARTY #17** AGREEMENT AND CONVEYANCE done premium, and for other good and valuable consideration, the consideration and for the purpose of permiumely establishing an adjusted and the [Partle 2] Proports, [Partle 1] and Partle 12 agrees as follows: [Planty 1] ADJUSTED PROPERTY [PARTY #1] Base and Merapore to the Desire and the Section of the evidence of the evidence force of the of the Section force of the Section for the Section force of th Story paid that the to the conferine of the county root of selections along a curve to the right, and curve howing a control single a short which terms South 573679° East, 73.13 feet, they are confering. **ACKNOWLEDGMENT** Landarline along a curve to the right, sold curve having a central angle than which bears South SFEF40° East, SEED heet. the Northeast Corner of sold Section; using sold East line of sold object part to the TRLE POINT OF SECREPHIC soldward is that portion being used at County Road right-of-way. State of Utah [Party 2] ADJUSTED PROPERTY ZONING INFORMATION County of \_\_\_\_ 20M; A-5 MM ARIA S ACRES - ASSAU SUFT MM FRONTINCE SOU FEET SETRICKS TROPE SOUTH SETT SEC A MO THE TOTAL DISTANCE OF BOTH MAST SOURCE SEC A MO THE TOTAL DISTANCE OF BOTH MAST SOURCE allegat Quarter of the Northeast Quarter of Section 10, Spenship 2 Size and Medidan: On the date shown by each signature, personally appeared before me [PARTY #1], signers of the above certificate who duly acknowledged to me that they did execute same. long the Boot line of sold oliquet part to the extension of an existing along pold fence and extensions thereof to the East fine of soil place? My commission expires \_\_\_\_\_ Notary Public FROM SHALL BE AND HEREBY ARE AGREED TO BE BADING ON THE HERES, MERCHANISMS OF THE HARRES MERETS AND SURVEYOR'S CERTIFICATE OWNER'S CERTIFICATE OWNER'S CERTIFICATE TO SH -521 (6) OF \$17-278-522 (8). MEMBEY PROVIDE CONSISTY FOR SOTH/COUNTY, W ACCORDANCE WITH SPARTY 2) AND SWATTY 2) HAS SOMEWAY ADJUSTMENT PROPOSED BY SWATTY 2) HAS SOMEWAY ADJUSTMENT PROPOSED BY W ORDER TO ESTABLEH THE ADJUSTED BOUNDARY, PARTY I HEREBY RELINQUISHES, CONSEYS AND QUITILANDS TO PHRTS 2 AND ROCKS, TRUE INSTITUTED FACTOR IN THE ON THE PROPERTY DESCRIBED AS THE ADJUSTED BOUNDARMY OF THE TYPHATY 2 FAULTIES PROPERTY. IN ORDER TO ESTABLISH THE ADJUSTED BOUNDARY, [FARTY 2] HEREBY RELADUISHES, COMMEYS AND OUTCLASS TO [FARTY 1] ANY ROSH, TILL SETERES AND SIGNE [FARTY 2] MAY HAND IN THE PROPERTY DESCRIBED AS the ADJUSTED BOUNDARY OF THE FEMALY 1 ADJUSTED PROPERTY. (plantages and attacks constraint accounts had consider and plantages and plantages a represent to a labely had consider and plantages and particular and plantages and plantages and plantages and plantages are considered by code, produced an encountry and attacks and plantages are also and plantages and plantages are considered an accordance with 17-20-acc. Also [FARTY #1] [PARTY #2] (4) DOES NOT PUBLIC MONT-OF-MAY, COUNTY UTILITY EASEMENT, OR OTHER PUBLIC PROPERTY, D) AFFECT AN EXISTME EASEMENT, CHAIR MISCENATE RECOLATION, OR AN INTERNAL LOT RESERVENCE OR D)METSLEF AN EXISTME EASEMENT, CHAIR MISCENATE RECOLATION, OR AN INTERNAL LOT RESERVENCE OR D)METSLEF AN EXIST OF OR PAREET, COLO OF O'COMPONINY WITH LAND USE RESERVENCE. [PMRTY #15 [PAKTY #2] COUNTY RECORDER'S CERTIFICATE THIS MOTICE OF CONCENT IS AN ADMINISTRANCE ACT. THE LAND USE AUTHORITY IS NOT RESPONSIBLE FOR ANY EMPIRICAL TO THE EXCENSIVE AND EXECUTION AND THE RECORDING OF A BOUNDARY ASSOCIATION OF ANY CONTINUES A LAND OF A BOUNDARY ASSOCIATION AND ANY CONTINUES A LAND OF A SHEET OF A RECORD ASSOCIATION OF THE COURT RESPONSE THAT OF RESISTANCE USES OF REPRESENT AND THE CONTINUES AND THE CONTINUES AND THE CONTINUES AND THE CONTINUES AND ADMINISTRATION OF THE DIST ON MENT HE BOUNDARY ADMINISTRATION OF THE DIST ON THE DIST ON MENT HE BOUNDARY ADMINISTRATION OF THE DIST ON THE DIST ON MENT HE BOUNDARY ADMINISTRATION OF THE PROPERTY OF THE PROPERT STATE OF UTAH ACKNOWLEDGMENT ACKNOWLEDGMENT ties is to center that ties must also not necodo in the county recordors office on the Stole of Olsh | SS On the data shown by each signature, personally appeared before the [PARTI \$1], sugress of the above certificate who didy actionised part to the thirty did everally same. FICHIC NO. COUNTY RECORDER [SOMTURE] Aistory Public [PRINTED NAME] DESIGNATED LAND USE AUTHORITY COUNTY SUMMENON FILE NO.

RECORD OF SURVEY FOR A SIMPLE BOUNDARY ADJUSTMENT

			FOR		
- [	PARTY	1	&	PARTY	2

SECTION X, TOWNSHIP X SOUTH, RANGE X WEST XX SPECIAL BASE AND MERIDIAN

### BOUNDARY ADJUSTMENT AGREEMENT

wing parcel of real property on reflected in the instruments recorded at Entry Float of the

list the boundary line between the [Party 1] Property and the [Party 2] Property

### AGREEMENT AND CONNEYANCE

### (Party 1) ADJUSTED PROPERTY

74.85 Need utting page Mark lime to the conference of the country rount, storing and conference along a curve to the right, and curve favoring continuing deep and conference along a curve favoring or continuing marks from Conference (Co. 1915 Feet).
6. In the conference of the conference of the conference and conference of the conference of t

Net, a solid contention using  $\sigma$  curve to the right, solid curve having  $\sigma$  central angle galf is chind which bears. South 50°45'40° East, 52'63' heet. In the Northwest Corner of sold Section; if along sold limit from a sold dispute part to the TRUE POINT OF SECRECAL this value is limit portion being used as County fined (SMT-41-WI).

### (Party 2) ADJUSTED PROPERTY

the Southeast Quarter of the Northwast Quarter of Section 10. Spenship 2

and rations the Mont Aire of mald relinant most to the extension of on existing

THE ADRESMENT SHILL BE AND HEREBY AND AGREED TO BE BRONG ON THE HERES,

### SURVEYOR'S CERTIFICATE

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1	No	[P	5 1	131
1	1	[NAI	E)	
-	10	Line	21	/

COUNTY RECORDER'S CERTIFICATE

STATE OF UTAH

ties as to collect that ties year was riced for record in the county recorder's office on the DAY OF 20 AT STREET, M. AND IS DIAY RECORDED.

### NOTICE OF CONSENT

. THE DESIGNATED LAND USE AUTHORITY FOR [CITY/COUNTY]. IN ACCORDANCE WITH \$10-9A-523 (6) OR \$17-27A-522 (6). HEREBY PROVIDE CONSENT TO A FÜLL BOUNDARY ADJUSTMENT PROPOSED BY [PARTY 1] AND [PARTY 2] THAT:

N 89'50'30" W 2682.67"

- (a) INCLUDES THE ATTACHED CONVEYANCE DOCUMENT THAT COMPLIES WITH \$57-1-45.5:
- (b) INCLUDES A REFERENCE TO A SURVEY THAT COMPLIES WITH \$57-1-455(3)(B):
- (c) IF REQUIRED BY LOCAL ORDINANCE, INCLUDES A PROPOSED PLAT AMENDMENT CORRESPONDING WITH THE PROPOSED FULL BOUNDARY ADJUSTMENT, PREPARED IN ACCORDANCE WITH 17-27A-608: AND
- (d) DOES NOT-

O FORME OF

NY 5/800

- CHITNE II · MAC STREET

CURVE DELTA

ZONING INFORMATIO

V PERMIT O PENCE COM

- (i) AFFECT A PUBLIC RIGHT-OF-WAY, COUNTY UTILITY EASEMENT, OR OTHER PUBLIC PROPERTY;
- (ii) AFFECT AN EXISTING EASEMENT, ONSITE WASTEWATER REGULATION, OR AN INTERNAL LOT RESTRICTION: OR
- (iii) RESULT IN A LOT OR PARCEL OUT OF CONFORMITY WITH LAND USE REGULATIONS.

THIS NOTICE OF CONSENT IS AN ADMINISTRATIVE ACT. THE LAND USE AUTHORITY IS NOT RESPONSIBLE FOR ANY ERROR RELATED TO THE BOUNDARY ADJUSTMENT. THE RECORDING OF A BOUNDARY ADJUSTMENT DOES NOT CONSTITUTE A LAND USE APPROVAL THE LAND USE AUTHORITY MAY WITHHOLD APPROVAL OF A LAND USE APPLICATION FOR PROPERTY THAT IS SUBJECT TO A BOUNDARY ADJUSTMENT IF THE COUNTY DETERMINES THAT THE RESULTING LOTS OR PARCELS ARE NOT IN COMPLIANCE WITH THE COUNTY'S LAND USE REGULATIONS IN EFFECT ON THE DAY ON WHICH THE BOUNDARY ADJUSTMENT IS RECORDED

SIGNED THIS \_\_\_\_\_, [YEAR] [SIGNATURE] \_\_\_\_[PRINTED NAME]\_ DESIGNATED LAND USE AUTHORITY

### \$10-94-523 (4) OR \$17-278-522 (8), MERRY PROVIDE CONCENT TO A FILE BOURDARY ADJUSTMENT PROPOSED (PARTY 1) AND (PARTY 2) THAT 6) DOES NOT -UN FIELD & FUBLIC FRONT-OF-MAY, COLARY LIBLIT EASEMENT, OR OTHER FUBLIC PROPERTY, OF FIELD AN EXISTING EASEMENT, CREATE MISSISSATION REQUIRED, OR AN INTERNAL LOT RESERVATION, OR OWNERLY AN A LOT OF PARKET, COLO OF COMPANIENT WITH LAND LOST RESERVATION.

OF CITY/COUNTY

IS NOTICE OF CONTENT OF AN ADMINISTRATIVE ACT. THE LAND LOT ALTHOUGHY OF ACT RESPONSIBLE FOR ANY EXPRESSION OF A DESIGNATIVE AND ADMINISTRATIVE ACT ADMINISTRATIVE A

/sowner!

N ONDER TO ESTABLISH THE ADJUSTED BOUNDARY, PARTY I HER D PARTY 2 ANY RIGHT, TITLE, INTEREST AND ESTATE PARTY I MI DUUSTED BOUNDARY OF THE [PARTY 2] ADJUSTED PROPERTY."	BY HAVE ON THE PROPERTY DESCRI
Landowner's Signatures	Date Acknowledge to Abrillary

[PARTY #13 ACKNOWLEDGMENT

On the data above by each argument, personally appeared before the  $[FARTV \ FI]_i$  sugress of the above certificate who sky actionologises to me that they did execute same.

[PARTY #2] [PAKTY #2] ACKNOW FDGMENT

OWNER'S CERTIFICATE

IN ORDER TO ESTMELISH THE ADJUSTED BOUNDARY, [FARTY 3] HERBIT RELINOUSHES, CONJUS AND GUITCLAND TO FINANTY 1) ANY HOLD TO SOUTH, BYTEST AND ESTATE (FARTY 2) MAY HAVE IN THE PROPERTY DESCRIBED AS THE ADJUSTOD BOUNDARY OF THE PROPERTY 18 ADJUSTED PROPERTY.

State of Otals County of \$55

SEC 3 | SEC 2 SEC 10 A SEC 11

LESONO  LESONO	I, [SURVEYOR NAME]. DO HER NO. 123456 AS PRESCRIBED COMPUTATIONS WERE PREPAR	SURVEYOR'S CERTIFICATE  REBY CERTIFY THAT I AM A PROFESSIONAL LAND SU BY THE LAWS OF THE STATE OF UTAH: I FURTHER  ED FROM THE FIELD NOTES AND ELECTRONIC DATA	RVEYOR, AND THAT I HOLD CERTIFICATE R CERTIFY THAT THIS PLAT AND ITS COLLECTOR FILES OF AN ACTUAL	30.00"	RECORD OF SURVEY FOR A  SIMPLE BOUNDARY ADJUSTMENT FOR  [PARTY 1 & PARTY 2]  SECTION X, TOWNSHIP X SOUTH, RANGE X WEST XX SPECIAL BASE AND MERTIDAN  **DOWNSHIP X SOUTH, RANGE X WEST XX SPECIAL BASE AND MERTIDAN  **DOWNSHIP ALSOHOLD ASSETTION  **DOWNSHIP ASSETTION  **DOWNS
■ ST ANYON # Make NOT ANYON OF THE PARTY OF	SURVEY MADE BY ME. OR UNDER MY PERSONAL SUPERVISION, OF THE PARCELS OF LAND SHOWN HEREON, AND THAT THE MONUMENTS INDICATED WERE FOUND OR SET DURING SAID SURVEY, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND THAT THIS BOUNDARY ADJUSTMENT CONVEYANCE DOCUMENT IS MADE IN ACCORDANCE WITH UTAH CODE § 57-1-45.5 BETWEEN ADJOINING PROPERTY OWNERS ADJUSTING THEIR EXISTING COMMON BOUNDARY.  [NAME]  [NAME]  [NAME], Professional Land Surveyor, Certificate No. 123456 (Utah)			MENT MORE MER	The Desirability of States and C of States (States of States) and C of States of State
ZONG RECONSTRUCT  OF A STATE AND A STATE  OF A STATE AND A STATE  OF A STATE AND A STATE AND A STATE  OF A STATE AND A STATE A	DAY OF	COUNTY OF		ı	Brees, 2. ADARTS, IMPORTS  The Common of the Southwest Common of the Southwest Countrie of Southwest Countrie
(A) DOMES HAVE REPORT OF HER COUNTY IN OR (A) MYSTET HE ACCOUNTY HAVE CONTROL TO (A) MYSTET HE ACCOUNTY HAVE CONTROL TO (A) MYSTET HE ACT OF PARECEL COUNTY OF COMPANY HAVE COUNTY HAVE CONTROL TO (COUNTY HAVE COUNTY HAVE CO	FILING NO.  AP, that changes with part in 1924.  AP in a more part in 1924 in	COUNTY RECORDS  COUNTY SURVEYOR  (Included & Significate)  (Included & Significate)  (Included & Significate)  (Included & Significate)  ADDICORTEDIATION  (On the data above by each regarders, personally exposed below on [PRITY F1], regions of the above contribute who did a decomplished for the first filey data associated as who did a decomplished to the file of the data above sections above did a decomplished to the file of the data above sections above did a decomplished to the file of the data above sections above did a decomplished to the file of the data above sections above did a decomplished to the file of the data above da		Editor Schwarzer Service Schwarzer S	EJANTON SAME LOS ACTION CONTINUES AND ACTION CONTINUES AND ACTION AND ACTION CONTINUES AND ACTION ACTION ACTION CONTINUES AND ACTION ACTION ACTION CONTINUES AND ACTION AC

**Legislative Impact** 

# Panel Discussion Discussion and Q&A



# Conclusion & Summary

### **Legislative Impact**



**S.B. 104 (2025)** delivers significant benefits across Utah's land use and property systems by streamlining and clarifying the legal processes for boundary adjustments, boundary establishments, and subdivision amendments. Overall, S.B. 104 promotes clarity, consistency, and legal reliability across Utah's real property and land use systems.

### For landowners

- introduces a formal boundary establishment process
- allows adjoining owners to resolve unclear or disputed boundaries through recorded agreements that do not require government review
- simplifies minor property changes through the creation of "simple boundary adjustments"
- · avoids costly plat amendments or public hearings when no public rights are affected
- reduces delays, legal uncertainty, and administrative burden

### For municipalities, counties, planners, and recorders

- enhances administrative efficiency by clearly distinguishing when land use authority consent is needed
- Land use officials gain better tools to ensure zoning compliance while enabling fast-track approval for low-impact changes

### For Recorders and title companies

- · benefit from better document formatting
- clearer chain-of-title references
- improved public notice through recordation standards

### For Surveyors

- · receive explicit statutory direction regarding required certifications and survey content
- Sets statewide uniform document and survey standards

