



Boundary Line Amendments

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

Presentation by:

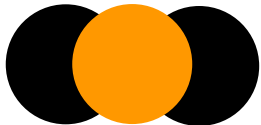
John B. Stahl, PLS, CFedS, Cornerstone Land Consulting, Inc.

Panel Members:

Cort Ashton, NTP, Cottonwood Title Insurance Agency

Zachary Shaw, Deputy Salt Lake County District Attorney

Shelley Brennan, Duchesne County Recorder



Overview of Key Changes made by SB104 (2025)

- 01** New Legal Terminology
- 02** Revised Boundary Establishment Procedures
- 03** Revised Boundary Adjustment Procedures
- 04** Recording & Documentation Standards
- 05** Other Subdivision Law Modifications
- 06** Boundary Establishment Documents
- 07** Boundary Adjustment Conveyance Documents
- 08** Conclusion and Q&A



Signed by Governor Cox on March 19, 2025



Senate Bill 104 (2025)



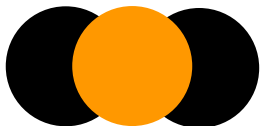
Boundary Line Amendments

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.



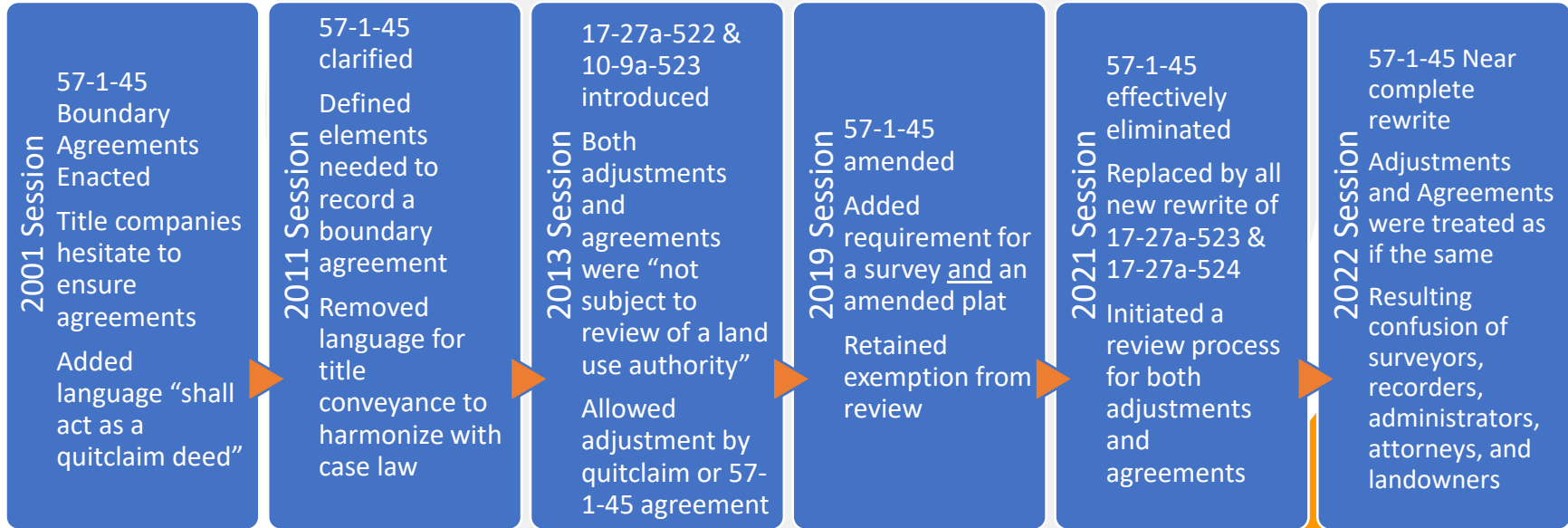
With special thanks to:

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



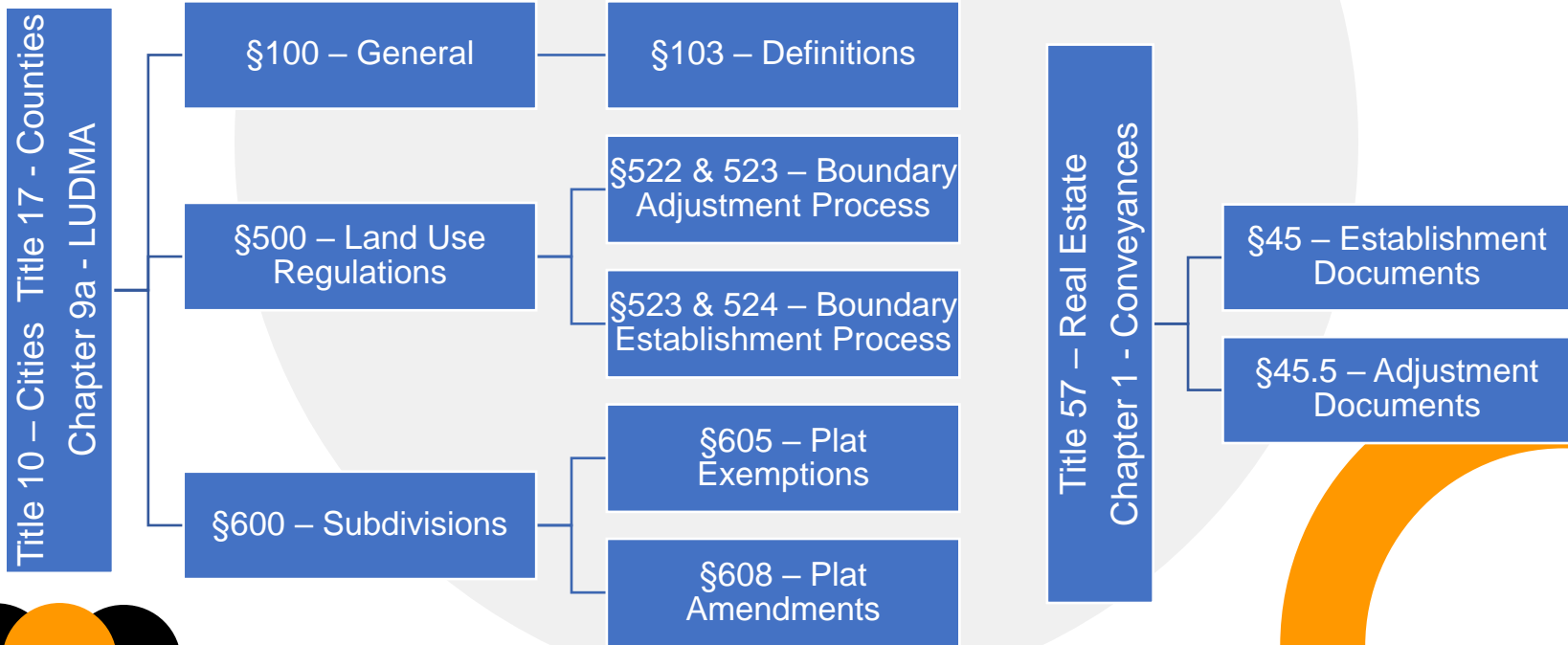
Senate Bill 104 (2025)

Why muck with a good thing?



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))

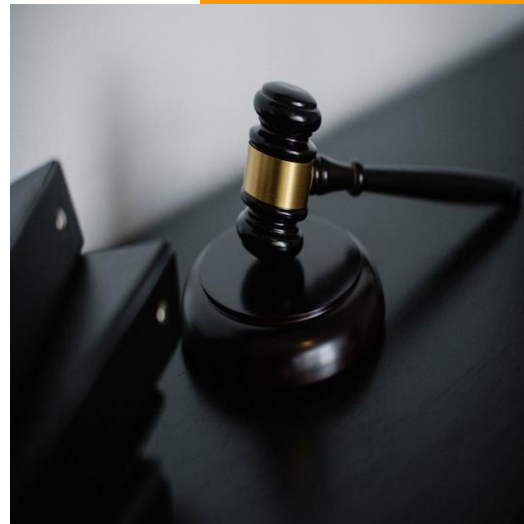
Defined as an agreement between adjoining property owners to relocate a common boundary, resulting in a conveyance of property. It must not create a new parcel or lot.

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:

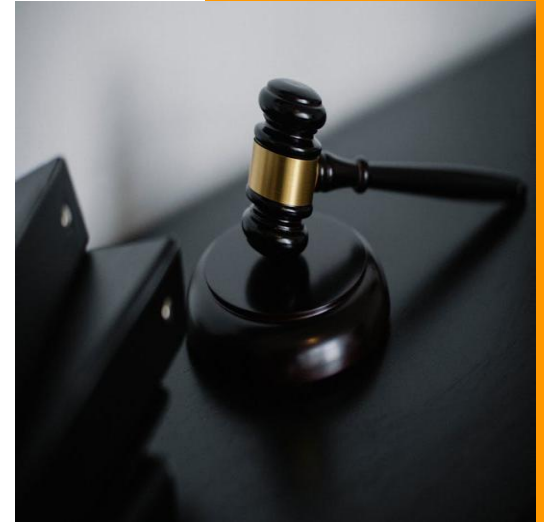
- ☐ Does not affect public rights-of-way, public easements, or public property
- ☐ Does not impact existing easements, wastewater system regulations, or internal lot restrictions
- ☐ Does not result in a lot or parcel violating land use regulations

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.

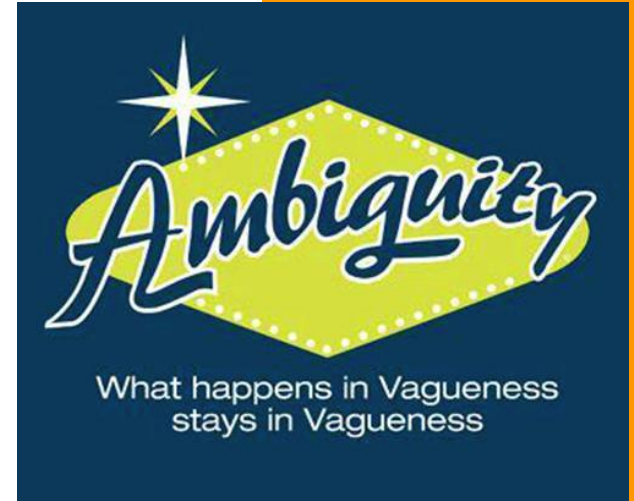
Boundary Establishment Documents

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

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

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 land use authority shall provide a notice of consent 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
 - 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.



4. Recording & Documentation Standards

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.



4. Recording & Documentation Standards

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



4. Recording & Documentation Standards

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)



4. Recording & Documentation Standards

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



4. Recording & Documentation Standards

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



5. Other Subdivision Law Modifications

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.



5. Other Subdivision Law Modifications

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



5. Other Subdivision Law Modifications

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).



5. Other Subdivision Law Modifications

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**.



6. Boundary Establishment Agreements

§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

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 _____ County, 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**.")

B. "Party 2" 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.

6. Boundary Establishment Agreements

§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 _____ County, 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**.")

B. "Party 2" 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.

6. Boundary Establishment Agreements

§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:

[INSERT ESTABLISHED BOUNDARY DESCRIPTION]

2. 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)(i) 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.
6. 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.

6. Boundary Establishment Agreements

§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:

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

[INSERT ESTABLISHED BOUNDARY DESCRIPTION]

2. 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)(i) 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.
6. 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.

6. Boundary Establishment Agreements

§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:
[INSERT ESTABLISHED BOUNDARY DESCRIPTION]
2. 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)(i) 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.
6. 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.

6. Boundary Establishment Agreements

§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:

1. The Established Boundary between the Party 1 Property and the Party 2 Property is described as follows:
[INSERT ESTABLISHED BOUNDARY DESCRIPTION]
2. 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)(i) 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.
6. 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.

6. Boundary Establishment Agreements

§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:

1. The Established Boundary between the Party 1 Property and the Party 2 Property is described as follows:
[INSERT ESTABLISHED BOUNDARY DESCRIPTION]
2. 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)(i) 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.
6. 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.

7. Boundary Adjustment Conveyance Documents

§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.

7. Boundary Adjustment Conveyance Documents

§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:

1. 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]

2. 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]

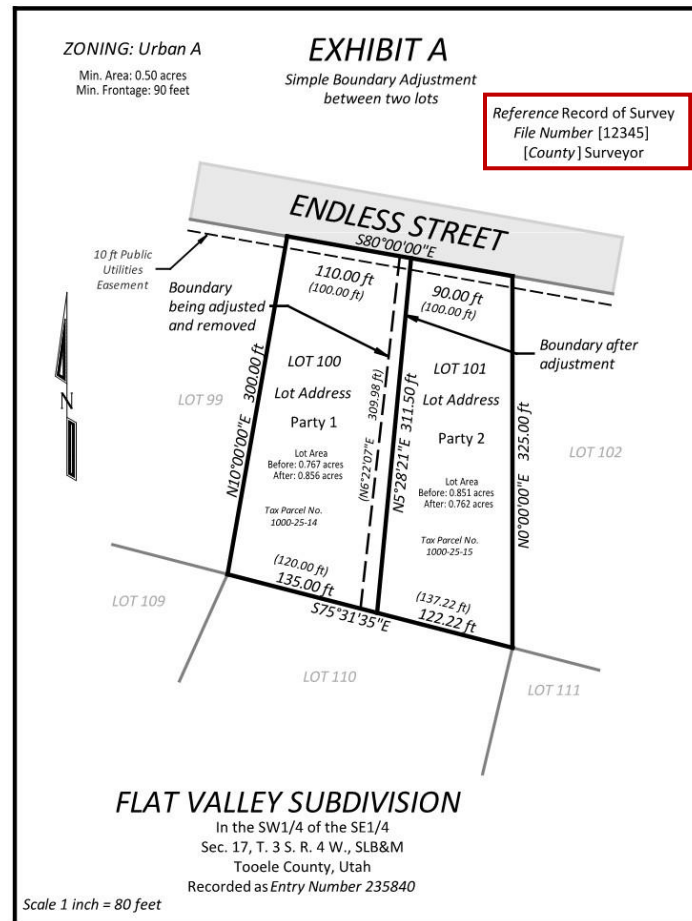
3. A visual graphic prepared in accordance with §57-1-45.5(3)(a) depicting the affected properties with their former and new adjusted boundary location is attached as Exhibit ____.
4. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance 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.
7. 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.
8. 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.

7. Boundary Adjustment Conveyance Documents

§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; and
- (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.

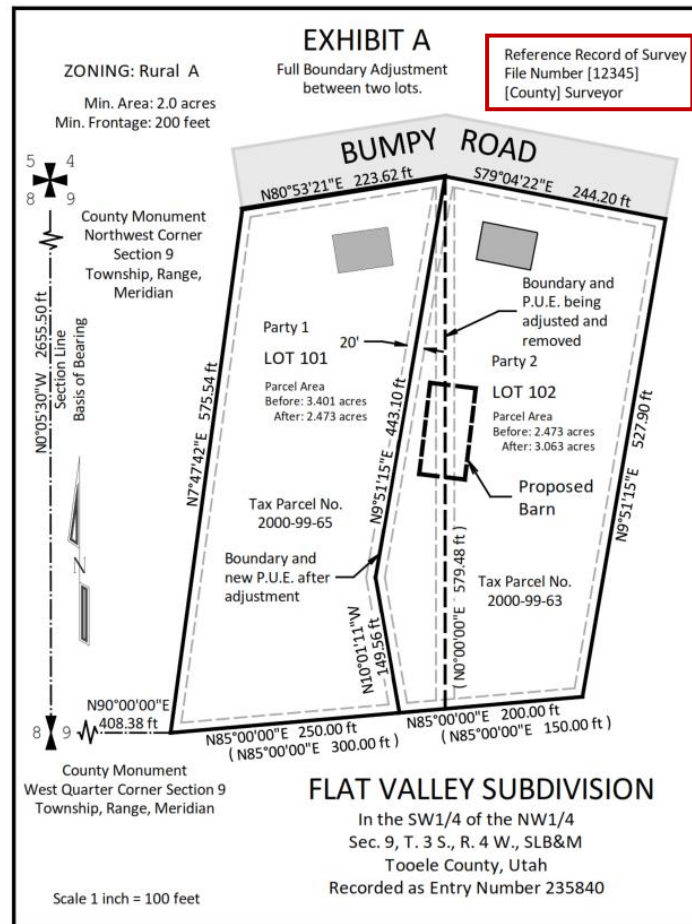


7. Boundary Adjustment Conveyance Documents

§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; and
- (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.



7. Boundary Adjustment Conveyance Documents

§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:
 - (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]

7. Boundary Adjustment Conveyance Documents

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:
 - (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
of [City/County]

7. Boundary Adjustment Conveyance Documents

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]

7. Boundary Adjustment Conveyance Documents

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:

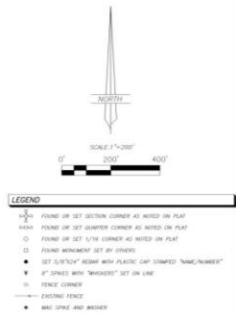
- (a) Includes the attached conveyance document that complies with §57-1-45.5;
- (b) Includes a reference to a survey that complies with §57-1-45.5(3)(b);
- (c) If required by local ordinance, includes a proposed plat amendment corresponding with the proposed full boundary adjustment, prepared in accordance 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]



BASE OF BEARINGS
This survey was performed using G.P.S. (Global Positioning System) equipment in the form of bearings for this survey is a bearing of South 00°03'19" East from the corner to the corner. The bearing is a bearing of South 00°03'19" East from the corner to the corner. The bearing is a bearing of South 00°03'19" East from the corner to the corner.

NARRATIVE
This survey was performed at the request of [Party #1] & [Party #2] for the purpose of setting the boundary line between the two parcels. The survey was performed by the Surveyor General of the State of North Carolina. The survey was performed by the Surveyor General of the State of North Carolina. The survey was performed by the Surveyor General of the State of North Carolina.

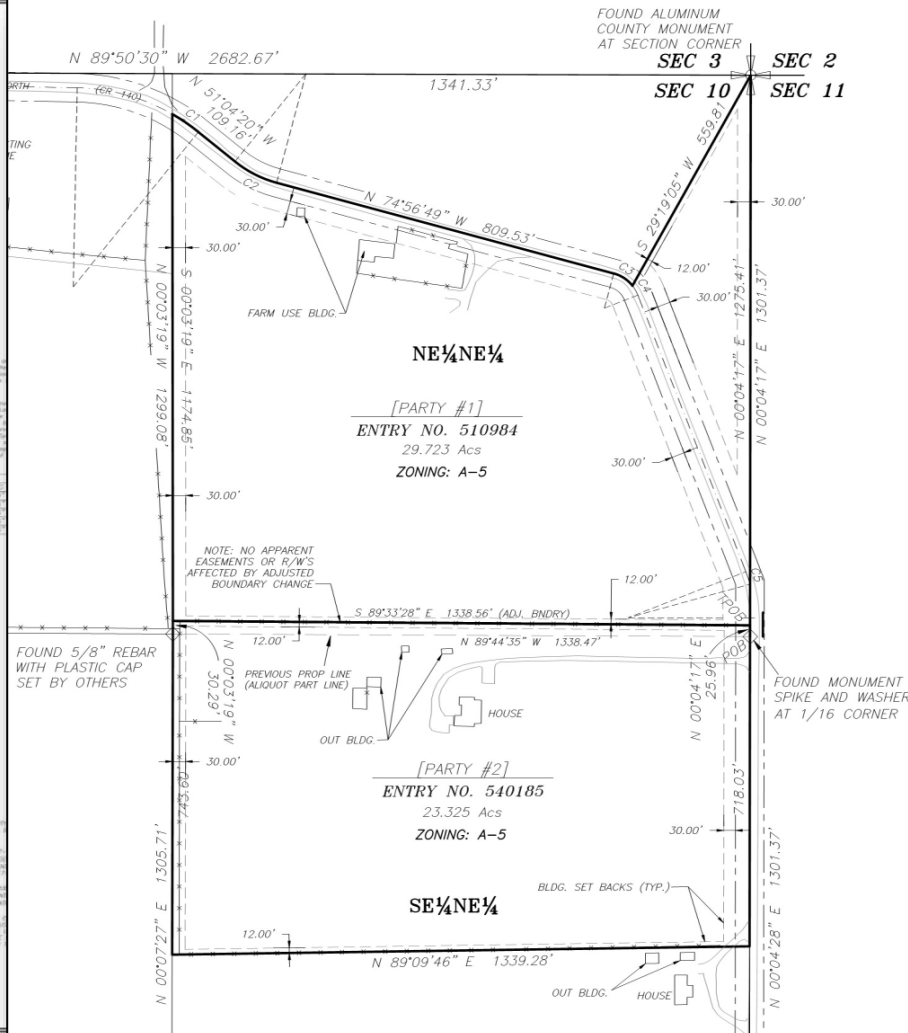
COURSE	DETA	ANGLE	ARC (1/4) INCH	CORNER MARK
1	N 89°50'30" W	2682.67'	1341.33'	1
2	N 51°04'20" W	109.16'	559.81'	2
3	S 29°19'05" W	809.53'	1200.00'	3
4	S 00°03'19" E	1174.85'	1200.00'	4
5	N 00°03'19" W	1299.08'	1200.00'	5
6	N 89°09'46" E	1339.28'	1200.00'	6
7	N 89°44'35" W	1338.47'	1200.00'	7
8	S 89°33'28" E	1338.56'	1200.00'	8
9	N 00°03'19" W	1299.08'	1200.00'	9
10	N 89°50'30" W	2682.67'	1341.33'	10

ZONING INFORMATION
ZONING: A-5
ZONING: A-5
ZONING: A-5

NOTICE OF CONSENT
I, the undersigned, do hereby certify that I am a Professional Land Surveyor and that I have prepared this plat in accordance with the laws of the State of North Carolina. I have prepared this plat in accordance with the laws of the State of North Carolina. I have prepared this plat in accordance with the laws of the State of North Carolina.

NOTICE OF CONSENT
I, the undersigned, do hereby certify that I am a Professional Land Surveyor and that I have prepared this plat in accordance with the laws of the State of North Carolina. I have prepared this plat in accordance with the laws of the State of North Carolina. I have prepared this plat in accordance with the laws of the State of North Carolina.

NOTICE OF CONSENT
I, the undersigned, do hereby certify that I am a Professional Land Surveyor and that I have prepared this plat in accordance with the laws of the State of North Carolina. I have prepared this plat in accordance with the laws of the State of North Carolina. I have prepared this plat in accordance with the laws of the State of North Carolina.



RECORD OF SURVEY FOR A SIMPLE BOUNDARY ADJUSTMENT FOR [PARTY 1 & PARTY 2] SECTION X, TOWNSHIP X SOUTH, RANGE X WEST XX SECOND BASE AND MERIDIAN

ADJUSTMENT ADJUSTMENT
This is the name of the following parcel of real property as reflected in the instruments recorded at Entry No. of Page of the County records.

ADJUSTMENT ADJUSTMENT
This is the name of the following parcel of real property as reflected in the instruments recorded at Entry No. of Page of the County records.

ADJUSTMENT ADJUSTMENT
This is the name of the following parcel of real property as reflected in the instruments recorded at Entry No. of Page of the County records.

ADJUSTMENT ADJUSTMENT
This is the name of the following parcel of real property as reflected in the instruments recorded at Entry No. of Page of the County records.

ADJUSTMENT ADJUSTMENT
This is the name of the following parcel of real property as reflected in the instruments recorded at Entry No. of Page of the County records.

ADJUSTMENT ADJUSTMENT
This is the name of the following parcel of real property as reflected in the instruments recorded at Entry No. of Page of the County records.

SURVEYOR'S CERTIFICATE
I, the undersigned, do hereby certify that I am a Professional Land Surveyor and that I have prepared this plat in accordance with the laws of the State of North Carolina. I have prepared this plat in accordance with the laws of the State of North Carolina. I have prepared this plat in accordance with the laws of the State of North Carolina.

COUNTY RECORDER'S CERTIFICATE
I, the undersigned, do hereby certify that I am a Professional Land Surveyor and that I have prepared this plat in accordance with the laws of the State of North Carolina. I have prepared this plat in accordance with the laws of the State of North Carolina. I have prepared this plat in accordance with the laws of the State of North Carolina.



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

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 _____ of Page _____ of the _____ County records.

Zip ID Number

Ernst von Dörmann

SECTION 10: THAT PORTION OF NORTHWEST QUARTER NORTHWEST QUARTER LYING SOUTH OF EXISTING COUNTY ROAD, AND THAT PORTION EAST OF COUNTY ROAD TO TOWN, 30 ACRES, EXCEPT BEGINNING AT NORTHEAST CORNER OF SA SECTION, THENCE SOUTH 29°50' WEST 500.00 FEET TO THE CENTERLINE OF A COUNTY ROAD, THENCE NORTH 79°57' WEST 234.26 FEET ALONG SA COUNTY ROAD, THENCE NORTH 42°29' FEET TO A POINT OF THE NORTH LINE OF SA SECTION, THENCE NORTH 42°29' EAST 500.00 FEET TO THE POINT OF BEGINNING. (HEREINAFTER REFERRED TO AS THE "PARTY 20 PROPERTY").

"Platy 27" is the is the owner of the following parcel of real property as reflected in the instruments recorded
Entry Number _____ Book _____ of Page _____ of the _____ County records

Tax ID Number

William A. Stokely III

SECTION 20, BEGINNING AT THE NORTH LINE SIXTEENTH CORNER OF SECTION 10 AND 22; THENCE NORTH 89°45'34" WEST 1,338.54 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 07°07'30" WEST 243.60 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89°08'42" EAST 1,338.54 FEET; THENCE NORTH 07°07'30" EAST 718.02 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.

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:

(Part 1) ADJUSTED PROPERTY

[illegible]

[Part 2] ADJUSTED PROPERTY

beginning of the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 10, Township 7 North, Range 3 West of the 10th Principal Meridian and Westing;

thence South 07°27' East 174.03 feet to the East line of said adjacent;

thence South 00°00' East 73.63 feet to the West line of said adjacent;

thence North 00°00' East 123.90 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 10, Township 7 North, Range 3 West of the 10th Principal Meridian and Westing;

thence North 07°17' East 132.56 feet along the West line of said adjacent part to the extension of an existing fence;

thence South 89°52' East 30.28 feet along said fence and extensions thence to the East line of said adjacent;

thence South 07°01' East 25.98 feet along the East line of said adjacent part to the Point of Beginning; contains 11.03 acres.

Said parcel being subject to said portion being used as County Road right-of-way.

ATTORNEY CERTAINS HEREIN SHALL BE CONSIDERED AS GIVING, GRANTING, CONVEYING, RELINQUISHING, OR OTHERWISE AFFECTING ANY EXISTING EASEMENT RIGHTS, INTERESTS OR CLAIMS WHICH OTHERWISE RELATE TO THE LANDS DESCRIBED HEREIN.

THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE AND HEREBY ARE AGREED TO BE BINDING ON THE HEIR ADMINISTRATORS, EXECUTORS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND/OR ASSIGNS OF THE PARTIES HERETO SHALL RUN WITH THE PROPERTY.

supervisor's criticism

SURVEYOR'S CERTIFICATE

I, [SURVEYOR NAME], DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 12345678 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT AND ITS CONFIGURATIONS WERE PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL 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 CONFORMANCE DOCUMENT IS MADE IN ACCORDANCE WITH UTAH CODE § 57-1-45.5 BETWEEN ADJOINING PROPERTY OWNERS ADJOINING THEIR



[NAME], Professional Land Surveyor
Certificate No. 123456 (180h)

COUNTY RECORDER'S CERTIFICATE

STATE OF UTAH _____
COUNTY OF _____ SS

THIS IS TO CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE COUNTY RECORDER'S OFFICE ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., AND IS DULY RECORDED

FIGURE NO.

[Party 1] ADJUSTED PROPERTY

Tax ID _____

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;
Thence North 89°33'28" West 1338.56 feet along said fence and extensions thereof to the West line of said aliquot part;
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;
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;
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.

[Party 2] ADJUSTED PROPERTY

Tax ID _____

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 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 fence;
Thence South 89°33'28" East 1338.56 feet along said fence and extensions thereof to the East line of said aliquot part;
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.

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.

LEGEND

- FOUND (R)
- FOUND (D)
- FOUND (R)
- FOUND (D)
- DET 5-9/75
- ▼ 8" SPIKE
- FENCE CURE
- EXISTING E
- NEW SPIKE

This survey was prepared by bearings & corners to the East of the railroad right-of-way line.

This survey was prepared by the existing "5-m" method or to locate these Palms. The corners were set with this section and the positions. The most accurate and the surveying of certain performed by the

CURVE	DELTA
C1	97.05°
C2	22.25°
C3	36.73°
C4	17.70°

ZONING INFORMATION
 ZONE: A-5
 MIN AREA: 5 ACRES -
 MIN FRONTAGE: 100 FT
 SETBACKS: FRONT: 30'
 BACK: 20 FT

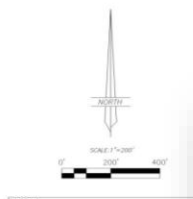
§10-9A-5.23 (6) OF
[PARTY 1] AND [PARTY 2]

(a) INCLUDES THE
(b) INCLUDES A RE
(c) IF REQUIRED, A
PROPOSED FULL
(d) DOES NOT
(e) AFFECT A PUN
(f) AFFECT AN EA
CORRECT IN A C

THIS NOTICE OF CON
RELATED TO THE IN
USE APPROVAL THIS
IS SUBJECT TO A D
NOT IN COMPLIANCE
ADJUDICATION IS REL

SIGNED THIS _____

PRINTED NAME
DESIGNATED L &
INC. 2004-2004 WITH



- FOUND OR SET SECTION CORNER AS NOTED ON PLAN
- FOUND OR SET QUARTER CORNER AS NOTED ON PLAN
- FOUND OR SET 1/4 CORNER AS NOTED ON PLAN
- FOUND MONUMENT SET BY OTHERS
- SET 1/2" REBAR WITH PLASTIC CAP STAMPED "NAD"
- SPRINKLED WITH "WHEELERS" SET ON LINE
- FENCE CORNER
- EXISTING FENCE
- NAIL SPIKE AND WASHER

This survey was performed using GPS. Global Positioning System of bearings for this survey is a bearing of North O Corner to the East Quarter Corner of Section 10 derived GPS virtual reference station control network maintained center.

This survey was performed at the request of DARTMOUTH COLLEGE on an existing fence. Section 10 was originally surveyed by the "2-mile" method of Section subdivision during which the fence was located. These Public Land Survey System corners and the fence line were used to control the survey. It was found that this section had been attempted to perpetuate the "2-mile" method. The monuments found and used to represent evidence of said "2-mile" survey to the best of my knowledge were of certain portions of this section as shown on the attached map. In the General Land Office.

CURVE DATA			
CURVE	DELTA	RADIUS	ARC LENGTH
C1	9°55'17"	461.55'	73.21'
C2	3°52'59"	262.04'	109.19'
C3	38°26'08"	83.20'	52.91'
C4	1°09'55"	83.20'	24.93'
C5	9°5'46"	293.55'	30.55'

ZONING INFORMATION
 ZONE: A-5
 MIN. AREA: 5 ACRES - 43560 SQFT
 MIN. FRONTAGE: 150 FEET
 SETBACKS: FRONT: 30 FEET
 BACK: 30 FEET
 USE: R AND THE TOTAL DISTANCE OF BOTH MUST SIGN

I, _____, THE DESIGNATED LAND USE AUTHORITY FOR [CITY/COUNTY], IN ACCORDANCE WITH §10-84-523 (6) OR §17-274-522 (6), HEREBY PROVIDE CONSENT TO A FULL BOUNDARY ADJUSTMENT PROPOSED BY [PARTY 1] AND [PARTY 2] THAT:

(c) INCLUDES THE ATTACHED CONVEYANCE DOCUMENT THAT COMPLIES WITH (§57-1-40.5,
(d) INCLUDES A REFERENCE TO A SURVEY THAT COMPLIES WITH (§57-1-45.5)(3)(b);
(e) IF REQUIRED BY LOCAL ORDINANCE, INCLUDES A PROPOSED PLAT AMENDMENT CORRESPONDING WITH THE
PROPOSED FULL BOUNDARY ADJUSTMENT, PREPARED IN ACCORDANCE WITH 17-27a-606, AND
(f) DOES NOT:
(1) AFFECT A PUBLIC RIGHT-OF-WAY, COUNTY UTILITY EASEMENT, OR OTHER PUBLIC PROPERTY;
(2) AFFECT AN EASING EASEMENT, ONSITE WASTEWATER REGULATION, OR AN INTERNAL LOT RESTRICTION, OR
(3) RESULT IN A LOT OR PARCELS 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

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"

Date Acknowledged	Notary's
to Notary	Initials

[PARTY #1]

[PARTY #1]

ACKNOWLEDGMENT

State of Utah }
County of _____ } ss

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.

My commission expires _____

Notary Public

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"

Landowner's Signature	Date Acknowledged to Notary	Notary's Initials
[PARTY #1]		
[PARTY #1]		

State of Utah _____
County of _____ SS.

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.

My commission expires _____
Notary Public _____

IN ORDER TO ESTABLISH THE ADJUSTED BOUNDARY, [PARTY 2] HEREBY RELINQUISHES, CONVEYS AND OUTCLAIMS TO [PARTY 1] ANY RIGHT, TITLE, INTEREST AND ESTATE [PARTY 2] MAY HAVE IN THE PROPERTY DESCRIBED AS THE ADJUSTED BOUNDARY OF THE [PARTY 1] ADJUSTED PROPERTY."

Lender's Signature	Date Acknowledged for Notary	Notary's Initials
<u>[Party #2]</u>		
<u>[Party #3]</u>		

ACKNOWLEDGMENT

State of Ill
County of SS

On the date shown by each signature, personally appeared before me PARTY #2, signers of the above certificate who duly acknowledged to me that they did execute same.

My commission expires _____

Notary Public _____

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

of parcel of real property as reflected in the instruments recorded at Entry
of _____ of the _____ County records.

ENTRY # 310844
TAX SPECIAL BAGE AND MICHON
1/4 QUARTER NORTHEAST QUARTER (1/4)NG SOUTH OF EXISTING COUNTY ROAD
NO. 10 TO 30 ACRES, EXCEPT BEGINNING AT NORTHEAST CORNER OF S40
N40E 1/4 TO THE CENTERLINE OF A COUNTY ROAD, THENCE NORTH 70/07
W04N 1/4 TO THE CENTERLINE OF A COUNTY ROAD, THENCE NORTH 70/07
W04N 1/4 THENCE NORTH 422.79 FEET TO A POINT OF THE NORTH LINE OF S40
N40E 1/4 TO THE POINT OF BEGINNING. (HEREINAFTER REFERRED TO AS

Following parcel of real property as reflected in the instruments recorded as of Page _____ of the _____ County records:

[Page # 54185]
 AND SPECIAL AGENT & MEREVIEW
 THE SIXTEENTH CORNER OF SECTION 10 AND 7E; THENCE NORTH
 THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;
 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST
 1,334.74 FEET; THENCE NORTH 07°53'30" EAST 719.03 FEET TO THE POINT

in whole premises, and for other good and valuable consideration, the [Party 1] acknowledged, and for the purpose of permanently establishing an adjacent property and the [Party 2] Property, [Party 1] and [Party 2] agree as follows:

(Party 1) ADJUSTED PROPERTY

along the East line of said aliquot part to the extension of an existing fence

and curve having a central angle of 100° 00' 00" and a radius of 100.00 feet.

along centerline along a curve to the left, said curve having a central angle
of 108.40 degrees, the said curve bearing South 87.00° 33' East, 108.40 feet;
thence along centerline along a curve to the right, said curve having a central angle

...along said East line of said aliquot part to the BLUE POINT OF BEGINNING subject to that portion being used as County Road right-of-way.

to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 10, Township 2 North, Range 10 East, 6th Meridian;

along the West line of said aliquot part to the extension of an existing
lot along said fence and extensions thereof to the East line of said aliquot

along the East line of said strip pt pt to the Point of Beginning, contains to that portion being used as County Road right-of-way.

RIGHTS, INTERESTS OR CLAIMS WHICH OTHERWISE INURE TO THE BENEFIT OF THE PARTIES SHALL BE AND HEREBY ARE AGREED TO BE BINDING ON THE HEIRS, ASSIGNS, ADMINISTRATORS, SUCCESSORS, AND/OR ASSIGNS OF THE PARTIES HERETO.

SURVEYOR'S CERTIFICATE

I, _____, THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. _____ OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT AND ITS COMPARISONS WERE PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL 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 CONCERNANCE DOCUMENT IS MADE IN ACCORDANCE WITH UTAH CODE § 37-1-45.5 BETWEEN ADJOINING PROPERTY OWNERS ADJUSTING THEIR



[NAME], Professional Land Surveyor,
Certificate No. 22846 (A-2)

COUNTY RECORDER'S CERTIFICATE

STATE OF UTAH _____
COUNTY OF _____

THIS IS TO CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE COUNTY RECORDER'S OFFICE ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M. AND IS DULY RECORDED.

FILED NO. _____ COUNTY RECORDER _____
COUNTY CLERK FILE NO. _____



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