

CHECKLIST FOR BOUNDARY ESTABLISHMENT AND CONVEYANCE DOCUMENTS

Utah Code §§ 57-1-45 and 57-1-45.5

SECTION A — §57-1-45: BOUNDARY ESTABLISHMENT DOCUMENT

Used for clarifying or resolving ambiguous or disputed boundaries (NOT for property conveyance).

- ☐ Name, address, and signature of each party to the agreement
 - ☐ Notarial acknowledgment for each party's signature
 - ☐ Tax identification number of each property for tax and assessment purposes
 - ☐ Statement describing the ambiguity, uncertainty, or dispute being resolved
 - ☐ Statement that the adjoining owners agree to the established boundary
 - ☐ Existing recorded legal description of each property
 - ☐ Description of the agreed-upon boundary
 - ☐ Date of the agreement (either stated or included in acknowledgment)
 - ☐ A reference to a recorded survey (if conducted) identifying the established boundary that may include:
 - Existing dwellings, outbuildings, improvements, and other physical features
 - Existing easements, rights-of-way, conditions, or restrictions
 - The location of the agreed boundary relative to physical features
 - An explanation in the survey narrative of the reason for the boundary establishment
 - ☐ A visual graphic depicting the established boundary relative to physical improvements shall be included
 - ☐ If any of the affected property is within a recorded subdivision, an acknowledgment that by the parties that a subdivision plat amendment may be required
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SECTION B — §57-1-45.5: BOUNDARY ADJUSTMENT CONVEYANCE DOCUMENT

Used to convey property between adjoining owners during a boundary adjustment.

Conveyance Document Requirements:

- ☐ Name and signature of each party
- ☐ Name and address of each party (for tax assessment purposes)
- ☐ Existing legal description of each property before the adjustment
- ☐ New legal description of each resulting parcel after the adjustment
- ☐ Conveyance language exchanging title to each property to each respective party
- ☐ Notarial acknowledgment for each party's signature
- ☐ Graphical exhibit of all properties affected by the adjustment, depicting:
 - Former boundary location
 - New boundary location
 - Size, shape and dimensions of each adjusted property, and
- ☐ A reference to a record of survey defined in Section 17-23-17, if conducted

Survey Requirements (for full boundary adjustments):

- ☐ Survey prepared by a licensed professional land surveyor
- ☐ Survey identifies the specific properties being adjusted
- ☐ Survey depicts existing and adjusted boundaries
- ☐ Survey complies with §17-23-17 (Utah survey standards), including:
 - Existing dwellings, outbuildings, improvements and physical features
 - Existing easements, rights-of-way, conditions, or restrictions, recorded or apparent
 - Other existing or proposed improvements that impact land use regulations

If required by local ordinance (for full boundary adjustments):

- ☐ Reference to a plat amendment under §10-9a-608 or §17-27a-608

NOTES:

- Boundary Establishments (under §57-1-45) clarify existing boundary locations without creating new boundaries or new property descriptions and are exempt from review.
- Boundary Adjustments (under §57-1-45.5) relocate the existing boundary between adjoining properties by creating a new boundary and are presumed to:
 - Change the size, shape, or configuration of two or more adjoining properties
 - Have no effect on previously recorded easements
 - Affix the ownership of the adjoining properties to the adjusted boundary.
- The land use authority shall deliver a notice of consent to a Simple Boundary Adjustment that does not:
 - Affect a public right-of-way, public utility easement, or other public property
 - Affect an existing easement, onsite wastewater system, or internal lot restriction
 - Result in a lot or parcel not conforming to land use regulations.
- The land use authority shall deliver a notice of consent to a Full Boundary Adjustment if any of the above review requirements are applicable, and approval at a public hearing is issued before a notice of consent can be dispensed.
- Simple Boundary Adjustments are not subject to a public hearing before a notice of consent is delivered.
- Boundary adjustment conveyance documents must be recorded with the county recorder to take legal effect.
- A separate conveyance document for a Full Boundary Adjustment is not required if an amended plat is prepared that includes the required elements of a conveyance document in accordance with Section 57-1-45.5.

When recorded send to:

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.

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. §57-1-45.5 (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;

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: §57-1-45.5 (2) A conveyance document shall include: (c) a legal description of the parcel or lot owned by each party before the boundary adjustment.

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: §57-1-45.5 (2) A conveyance document shall include: (c) a legal description of the parcel or lot owned by each party before the boundary adjustment.

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.

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: §57-1-45.5 (2) A conveyance document shall include: (d) a legal description of the parcel or lot owned by each party after the boundary adjustment;

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: §57-1-45.5 (2) A conveyance document shall include: (d) a legal description of the parcel or lot owned by each party after the boundary adjustment;

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 _____. §57-1-45.5 (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;
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]. §57-1-45.5 (3)(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.
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. §57-1-45.5 (2) A conveyance document shall include: (e) sufficient language to convey title from one party to another party, in conformity

with the proposed boundary adjustment.

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. §57-1-45.5 (2) A conveyance document shall include: (e) sufficient language to convey title from one party to another party, in conformity with the proposed boundary adjustment.
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. §57-1-45.5 (5) the recording of a boundary adjustment presumptively: (c) does not affect any previously recorded easement unless the easement is expressly and properly modified by the boundary adjustment;
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.

Dated this _____ day of _____ [year].

STATE OF UTAH)
 : ss.
County of _____)

Party 1 §57-1-45.5 (2) A conveyance document shall include: (a) the name and signature of each party to the conveyance document;

The foregoing instrument was acknowledged before me this _____ day of _____, [year], by **Party 1.**

Notary Public

Dated this _____ day of _____ [year],

STATE OF UTAH)
 : ss.
County of _____)

Party 2 §57-1-45.5 (2) A conveyance document shall include: (a) the name and signature of each party to the conveyance document;

The foregoing instrument was acknowledged before me this ____ day of _____, [year], by **Party 2.**

Notary Public

EXHIBIT A

[Inset Graphic]

Simple or Full Boundary Adjustment

- ☐ Graphical exhibit of all properties affected by the adjustment, depicting:
 - Former boundary location
 - New boundary location
 - Size, shape and dimensions of each adjusted property, and
- ☐ A reference to a record of survey defined in Section 17-23-17, if conducted

57-1-45.5 (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.

EXHIBIT B

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]

§10-9a-523 or §17-27a-522 (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.

(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. §57-1-45.5 (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).

EXHIBIT B

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]

§10-9a-523 or §17-27a-522 (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.

(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. §57-1-45.5 (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).

When recorded, send to:

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.

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. §57-1-45 (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;

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: §57-1-45 (2) An establishment document shall include: (e) a current legal description of each parcel or lot that is subject to the established boundary;

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: §57-1-45 (2) An establishment document shall include: (e) a current legal description of each parcel or lot that is subject to the established boundary;

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 _____. §57-1-45 (2) An establishment document shall include: (c) a statement describing the ambiguity, uncertainty, or dispute being resolved with the boundary establishment;
- 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.

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: §57-1-45 (2) An establishment document shall include: (d) a statement that the adjoining property owners agree on the established boundary location described in the establishment document boundary;

1. The Established Boundary between the Party 1 Property and the Party 2 Property is described as follows: §57-1-45 (2) An establishment document shall include: (f) a new legal description of the established boundary;
[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 _____. §57-1-45 (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;
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]. §57-1-45 (2) An establishment document shall include: (g)(i) if the property owners have conducted a survey, a reference to a record of the survey map, as defined in §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;
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. §57-1-45 (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(6) or §17-27a-523(6) A boundary establishment that complies with this section presumptively: (b) conveys the ownership of the adjoining parties to the established common boundary.
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. §17-27a-523(3) or §10-9a-522(3) A boundary establishment: (a) is not subject to review of a land use authority; and (b) does not require consent or approval

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. §57-1-45 (7) Once recorded an establishment document described in Subsection (2): (a) does not affect any previously recorded easement;
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.

Part 1 §57-1-45 (2) An establishment document shall include: (a) the name and signature of each party to the establishment document;

Notary Public

Party 2 §57-1-45 (2) An establishment document shall include: (a) the name and signature of each party to the establishment document;

Notary Public

EXHIBIT A

[Inset Graphic]

Boundary Establishment

☐ A visual graphic depicting the established boundary relative to physical improvements shall be included

☐ A reference to a recorded survey (if conducted) identifying the established boundary that may include:

- Existing dwellings, outbuildings, improvements, and other physical features
- Existing easements, rights-of-way, conditions, or restrictions
- The location of the agreed boundary relative to physical features
- An explanation in the survey narrative of the reason for the boundary establishment

57-1-45 (2) An establishment document shall include: (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

(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;

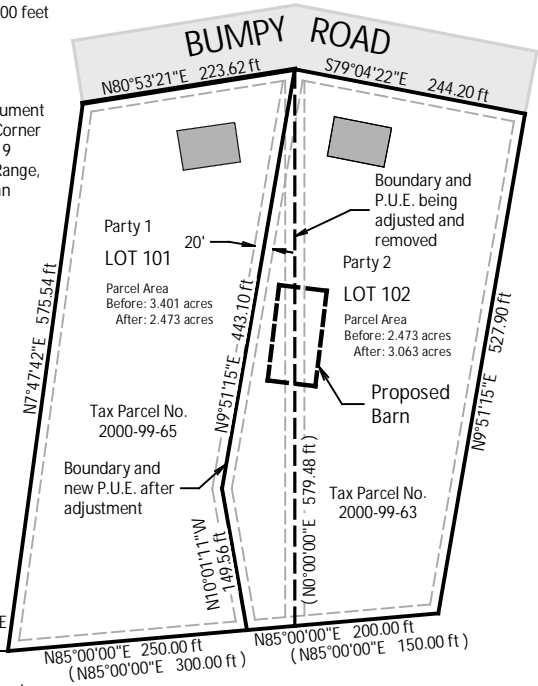
EXHIBIT A

Full Boundary Adjustment
between two lots.

Reference Record of Survey
File Number [12345]
[County] Surveyor

ZONING: Rural A

Min. Area: 2.0 acres
Min. Frontage: 200 feet



County Monument
West Quarter Corner Section 9
Township, Range, Meridian

FLAT VALLEY SUBDIVISION

In the SW1/4 of the NW1/4
Sec. 9, T. 3 S., R. 4 W., SLB&M
Tooele County, Utah
Recorded as Entry Number 235840

Scale 1 inch = 100 feet

ZONING: Urban A

Map of the City of Flat Valley

Map of the City of Flat Valley

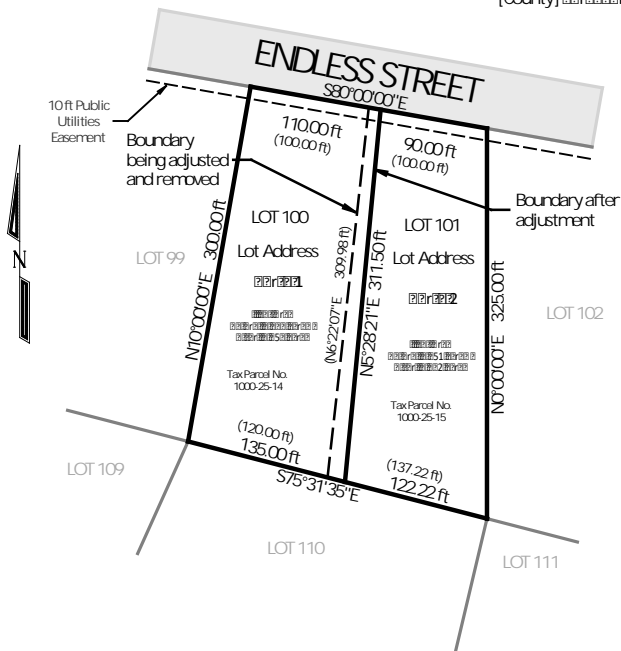
EXHIBIT A

Simple Boundary Adjustment
between two lots

Reference: 2022rd 2022r 2022

File Number [12345]

[County] 2022r 2022r



FLAT VALLEY SUBDIVISION

2022r 2022r 124 2022r 2022r 124

2022r 2022r 2022r 2022r 2022r M

2022r 2022r 2022r 2022r 2022r

2022rd 2022 Entry Number 235840

Scale 1 inch = 80 feet

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

"[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, UTAH 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 42°19 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 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 UTAH 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.

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

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 Utah 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 Utah 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.

SURVEYOR'S CERTIFICATE

I, [SURVEYOR NAME], DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 123456 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT AND ITS COMPUTATIONS 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 CONVEYANCE DOCUMENT IS MADE IN ACCORDANCE WITH UTAH CODE § 57-1-45.5 BETWEEN ADJOINING PROPERTY OWNERS ADJUSTING THEIR EXISTING COMMON BOUNDARY.



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

COUNTY RECORDER'S CERTIFICATE

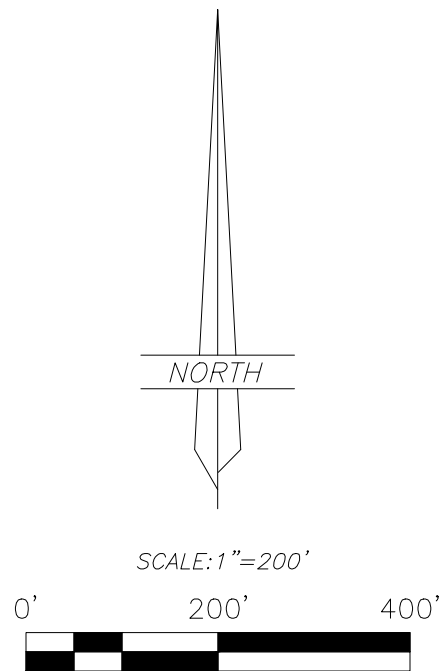
STATE OF UTAH }
COUNTY OF _____ } SS

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.

FILING NO. _____

COUNTY RECORDER

COUNTY SURVEYOR FILE NO.



LEGEND

- FOUND OR SET SECTION CORNER AS NOTED ON PLAT
- FOUND OR SET QUARTER CORNER AS NOTED ON PLAT
- FOUND OR SET 1/16 CORNER AS NOTED ON PLAT
- FOUND MONUMENT SET BY OTHERS
- SET 5/8"x24" REBAR WITH PLASTIC CAP STAMPED "NAME/NUMBER"
- 8" SPIKES WITH "WHISKERS" SET ON LINE
- FENCE CORNER
- EXISTING FENCE
- MAG SPIKE AND WASHER

BASIS OF BEARINGS

This survey was performed using G.P.S. (Global Positioning System) equipment and procedures. The basis of bearings for this survey is a bearing of North 00°33'09" East from the Southeast Section Corner to the East Quarter Corner of Section 10 derived from G.P.S. observations using the Utah State G.P.S. virtual reference station control network maintained and operated by the Utah Geospatial Resource center.

NARRATIVE

This survey was performed at the request of [PARTY #1 & PARTY 2] for the purpose of adjusting his north line to an existing fence. Section 10 was originally surveyed by the General Land Office using the 3-miles method of Section subdivision during which the sixteenth corners were set. A search was made to locate these Public Land Survey System corners and the results are shown by each corner on this plat. These corners were used to control the survey. It was found that multiple surveys have been performed in this section and have attempted to perpetuate the PLSS (Public Land Survey System) Corners at their true positions. The monuments found and used to represent the corners originally set are based on those evidences of said "G.L.O." survey to the best of my knowledge. This survey represents a dependant resurvey of certain portions of this section as shown on the notes and plat of the original survey performed by the General Land Office.

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC LENGTH	CHRD BRNG	CHRD LEN
C1	9°05'17"	461.55'	73.21'	S 55°36'59" E	73.13'
C2	23°52'29"	262.04'	109.19'	N 63°00'35" W	108.40'
C3	36°26'06"	83.20'	52.91'	N 56°43'46" W	52.02'
C4	17°09'55"	83.20'	24.93'	N 29°55'46" W	24.83'
C5	5°57'46"	293.55'	30.55'	N 18°21'06" W	30.54'

ZONING INFORMATION

ZONE: A-5
MIN AREA: 5 ACRES - 43560 SQFT
MIN FRONTAGE: 100 FEET
SETBACKS FRONT: 30 FEET
BACK: 30 FEET
SIDE: 8 AND THE TOTAL DISTANCE OF BOTH MUST EQUAL 20 FEET

NOTICE OF CONSENT

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:

- INCLUDES THE ATTACHED CONVEYANCE DOCUMENT THAT COMPLIES WITH §57-1-45.5;
- INCLUDES A REFERENCE TO A SURVEY THAT COMPLIES WITH §57-1-45.5(3)(B);
- 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
- DOES NOT:
 - AFFECT A PUBLIC RIGHT-OF-WAY, COUNTY UTILITY EASEMENT, OR OTHER PUBLIC PROPERTY;
 - AFFECT AN EXISTING EASEMENT, ONSITE WASTEWATER REGULATION, OR AN INTERNAL LOT RESTRICTION; OR
 - 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

OWNER'S CERTIFICATE

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 Signatures	Date Acknowledged to Notary	Notary's Initials
_____ [PARTY #1]	_____	_____
_____ [PARTY #1]	_____	_____

ACKNOWLEDGMENT

State of Utah } SS
County of _____ }
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

OWNER'S CERTIFICATE

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 AS THE ADJUSTED BOUNDARY OF THE "[PARTY 1] ADJUSTED PROPERTY"

Landowner's Signatures	Date Acknowledged to Notary	Notary's Initials
_____ [PARTY #2]	_____	_____
_____ [PARTY #2]	_____	_____

ACKNOWLEDGMENT

State of Utah } SS
County of _____ }
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