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SIMPLE 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 Morgan 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:

Parcel 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:

Parcel 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:

Party 1 Adjusted Property Parcel Number: _____

[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 Parcel Number: _____

[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 Morgan County Recorder’s Office 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 insure 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.

Party 1:

Dated this _____ day of _____, _____.

STATE OF UTAH

)

(AS TITLE IS HELD)

: ss.

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by

Notary Public

Party 2:

Dated this _____ day of _____, _____.

STATE OF UTAH

)

(AS TITLE IS HELD)

: ss.

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by

Notary Public

EXHIBIT A

Simple 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 17-73-504

EXHIBIT B

Notice of Consent

Simple Boundary Adjustment

I, _____, the designated Land Use Authority for Morgan County, in accordance with §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 _____, _____.

[signature]

[printed name]
Designated Land Use Authority of Morgan County

NOTARY SIGNATURE AND SEAL

My Commissions Expires