

Backman Title Services

www.backmantitle.com

**Boundary Line Agreement
Requirements (CORE)**

#RC220440

Tucker Hodgson-

Continuing Education Instructor

#6728570-CEI0

“I’m the MAP!”



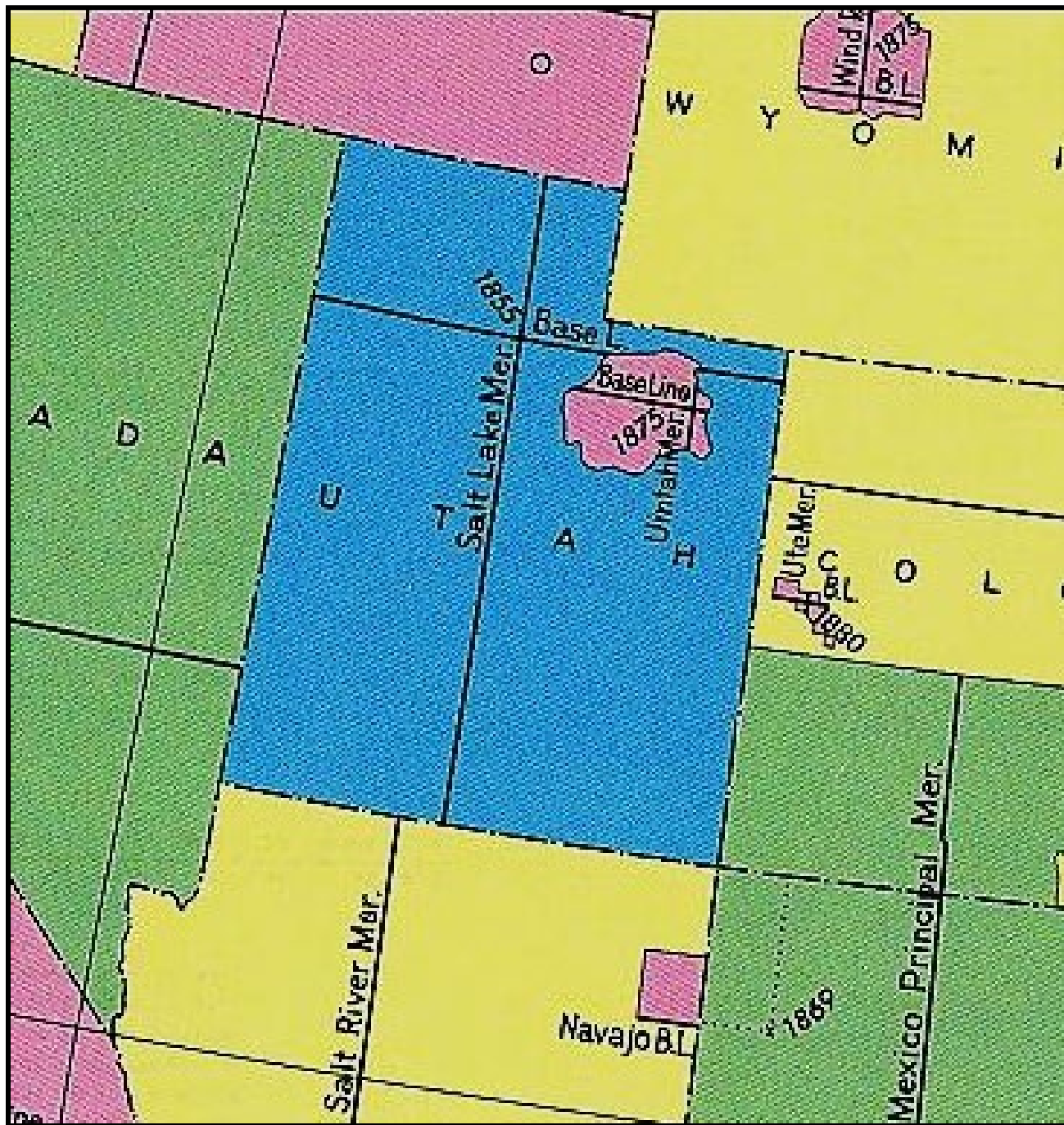
Maps from the County Recorder

The County Recorder accounts for real property ownership & recorded subdivisions

- Section Map
- Townsite/City Survey Map
- Dedicated Subdivision Plat-
“Official” Plat
- Ownership/Tax Plat/GIS Map

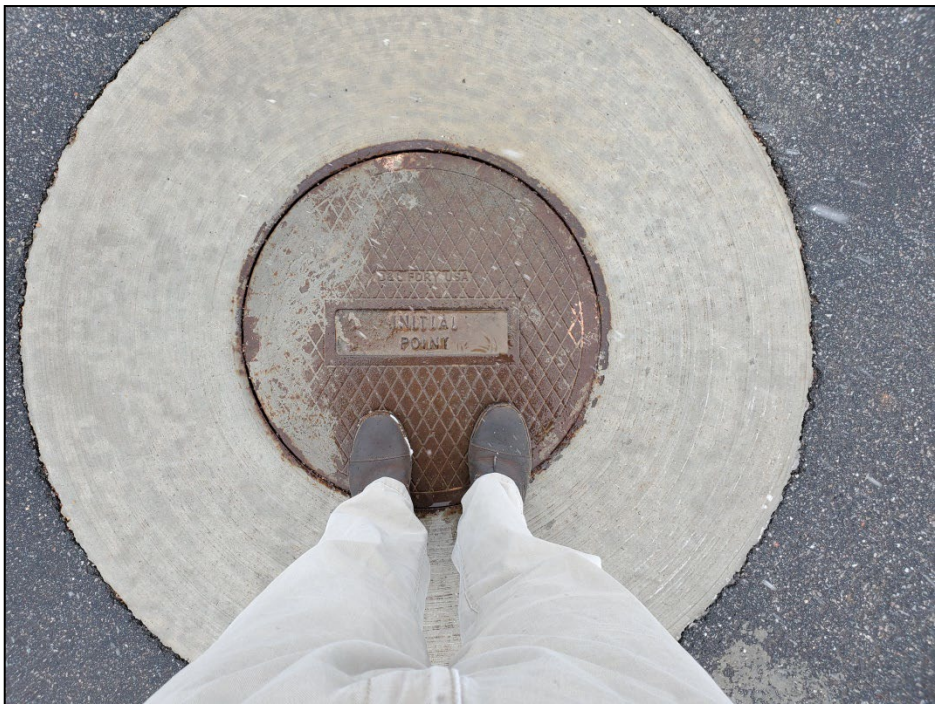
Section/Quarter Section Map

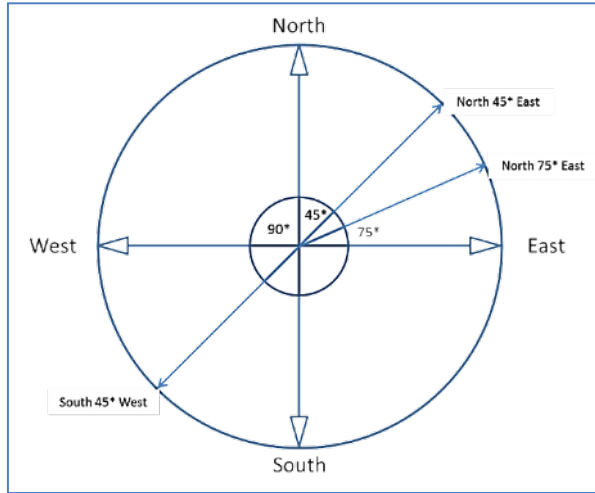
- Usually distance from Salt Lake Base & Meridian
- Based on Section, Township, Range
 - **Township- (Kind of like Latitude)**
 - A horizontal row of townships in the PLSS.
 - **Range- (Kind of like Longitude)**
 - A vertical column of townships in the PLSS.
 - **Section-** A one-square-mile block of land, containing 640 acres, or approximately one thirty-sixth of a township. Due to the curvature of the Earth, sections may occasionally be slightly smaller than one square mile.
- **Township (Definition #2)-** An approximately 6-mile square area of land, containing 36 sections.



This image is a work of a [Bureau of Land Management](#)* employee, taken or made as part of that person's official duties. As a [work](#) of the [U.S. federal government](#), the image is in the [public domain](#) in the United States.

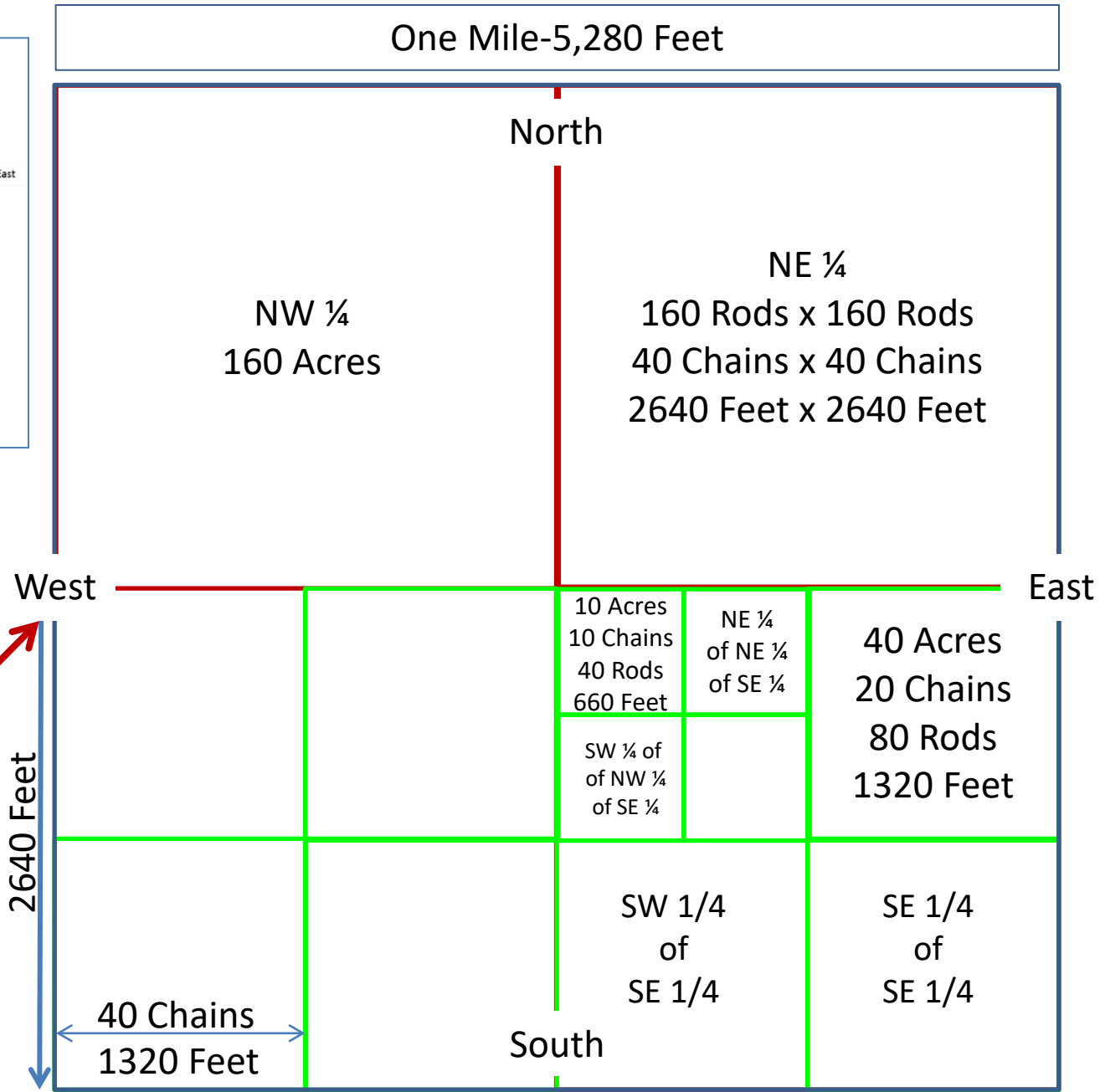






Link = 7.92 Inches
 Rod = 25 Links or 16.5 feet
 Chain = 66 feet, 4 Rods, 100 Links
 Furlong = 40 rods, 660 Feet
 Mile = 8 furlongs, 320 rods,
 80 chains, 5280 feet

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	18	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6



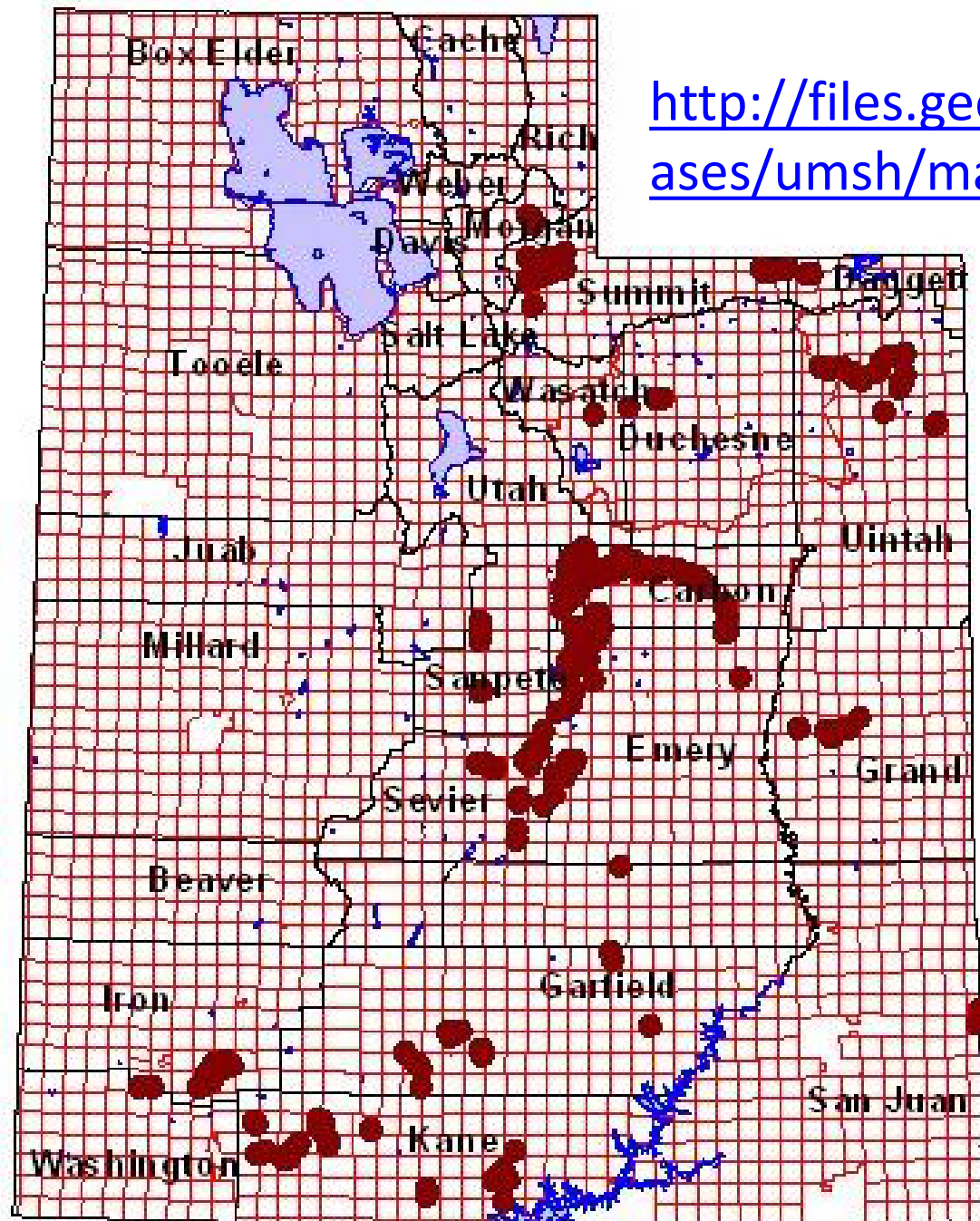
Chain



By Daderot - Self-photographed, Public Domain, <https://commons.wikimedia.org/w/index.php?curid=12858389>

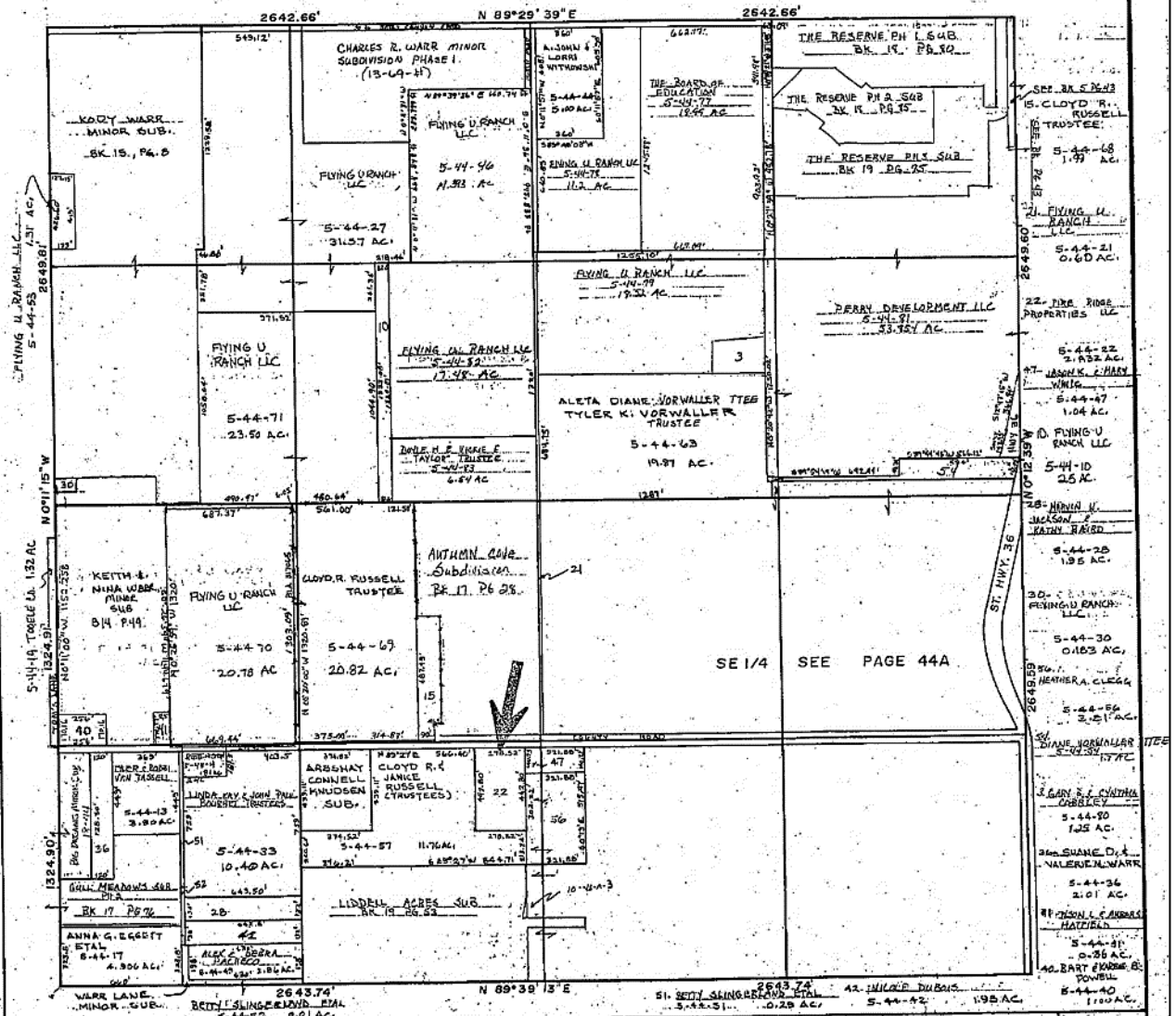
From : https://en.wikipedia.org/wiki/Gunter%27s_chain (Accessed 2-14-2020)

<http://files.geology.utah.gov/databases/umsh/map/m20101.html>

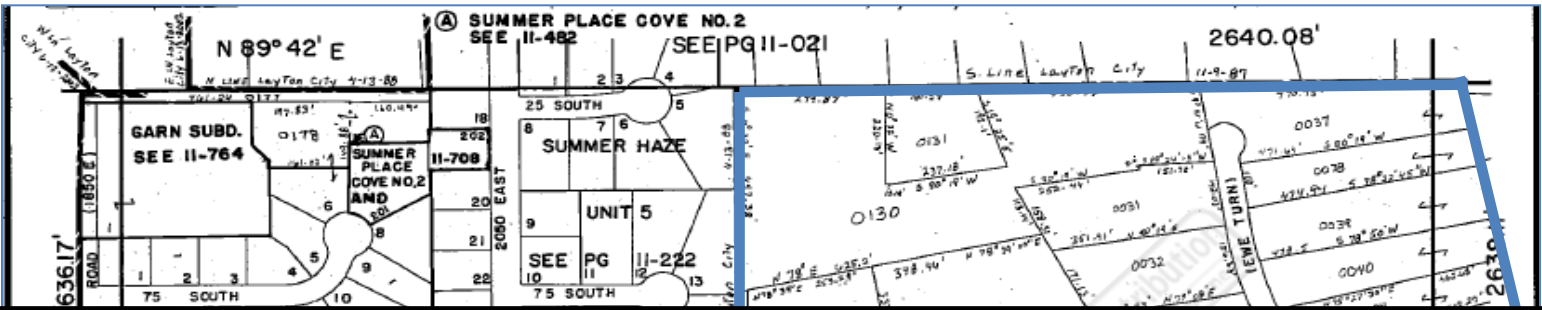


SECTION 28, T 2 S, R 4 W, S.L.B.&M.

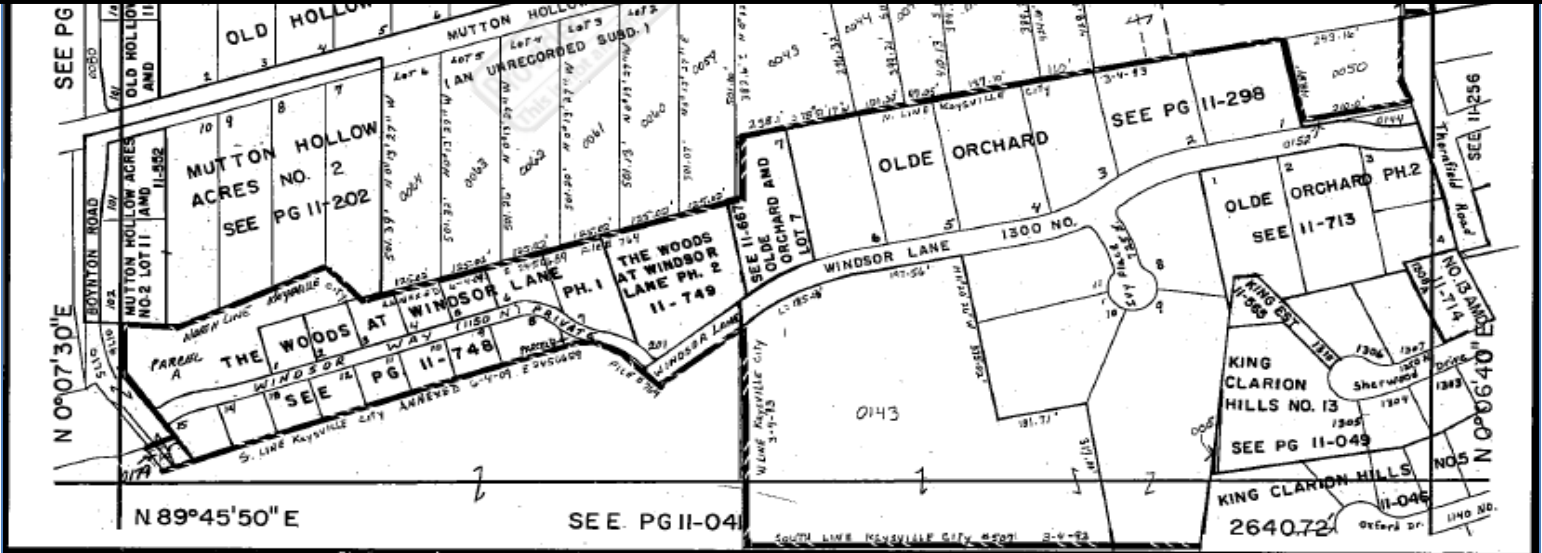
THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE RECORDER ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.



REVISIONS	INITIAL	AND DATE	NOTES	U.S.T.C. approval Date:	PLAT DEPARTMENT TOOELE COUNTY, UTAH	book page 5 44
1	DD	7/8/01			Section 28 T2S R 4W	
drawn by: DD date: 7/8/01						SCALE 1/4" = 400'



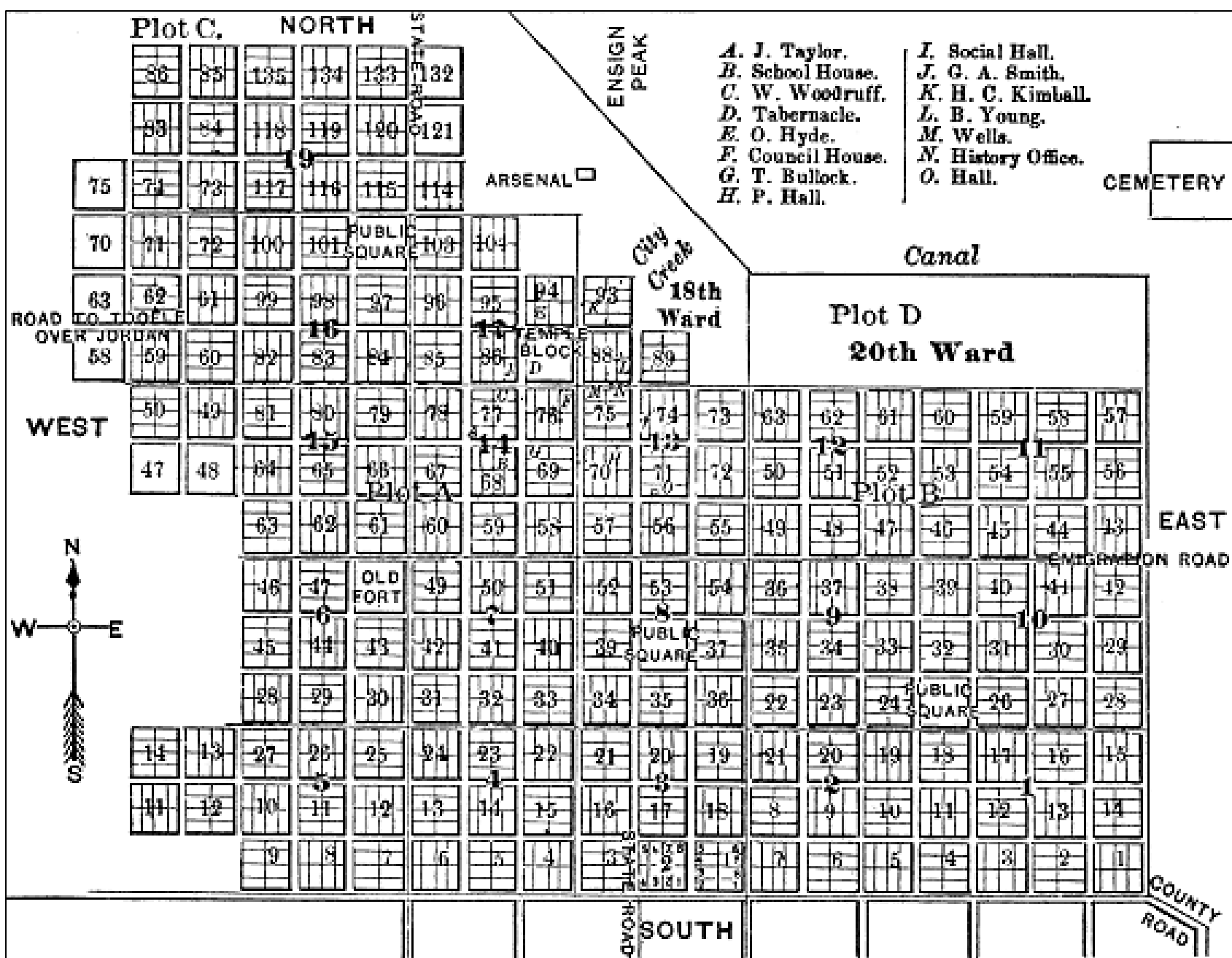
LEGAL DESCRIPTION: Beginning on the Southerly line of a road at a point South 1349.89 feet and West 1017.83 feet and South 74°22' West 120.17 feet along the Southerly line of said road from the Northeast Corner of the Northwest Quarter of **Section 26, township 4 North, Range 1 West, Salt Lake Meridian** and running thence South 08°50'24" East 399.21 feet; thence South 78°51'17" West 101.3 feet; thence North 11°31'10" West 276.32 feet; thence North 11°38' West 113.18 feet to the Southerly line of said road; thence North 74°22' East 120.17 feet along said road to the point of beginning.



Plat Map Types

City Survey/Townsite Plat

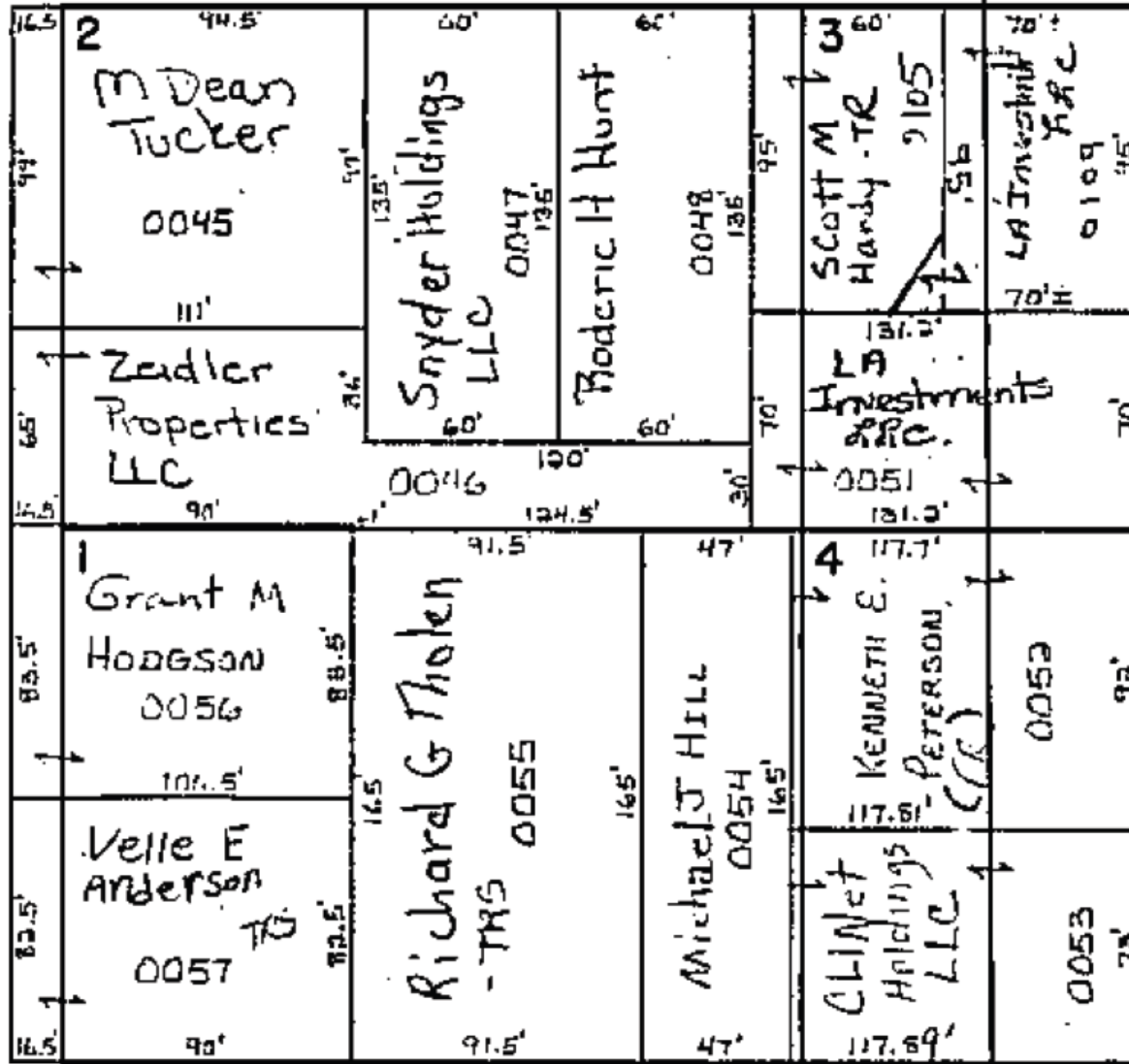
- Based on portions of a lot within a block
- Example: “the West 50 feet of lot 15, block 12, Salt Lake City Survey”



By 1200 ppi black & white scan of Bancroft's History of Utah, 1540-1886 (1889), page 580. The image was reduced to 1100 ppi to keep it under 12.5M pixels (MediaWiki limitation)., Public Domain, <https://commons.wikimedia.org/w/index.php?curid=429675>

BLOCK 49 PLAT "A"
STREET

City Survey
Map



BLOCK 48 PLAT "A"
STREET

EAST

Subdivision
10-9a-103
(65)

(a) "Subdivision" means any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.

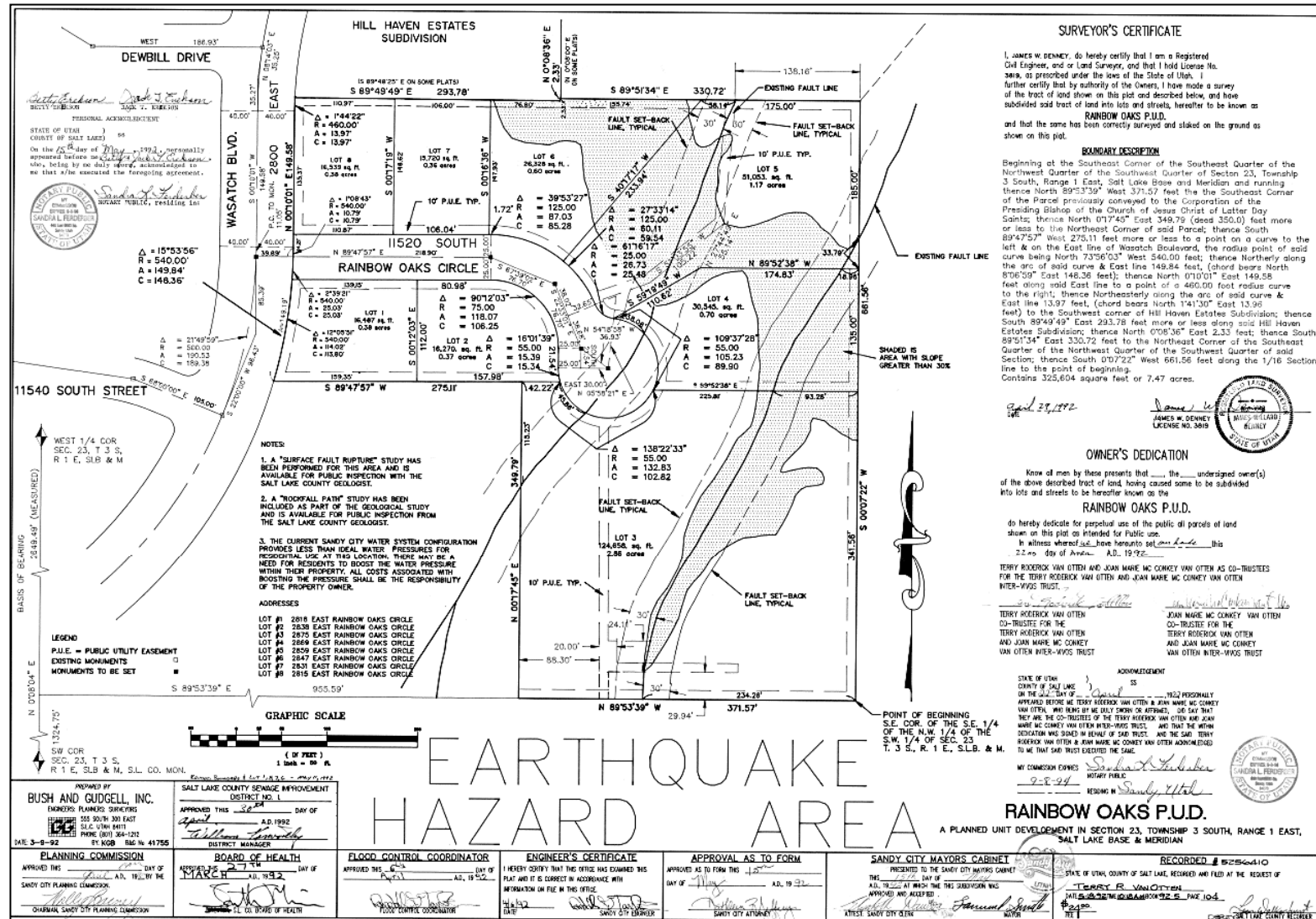
Plat Map Types- Subdivision Plat

- Point of beginning based on Section, Township & Range or part of a lot within a city survey
- Description reads “Lot A” in a “Subdivision” name
- Subdivision mapping requirements started simple & are much more complex today

Several counties maintain two types of subdivision maps

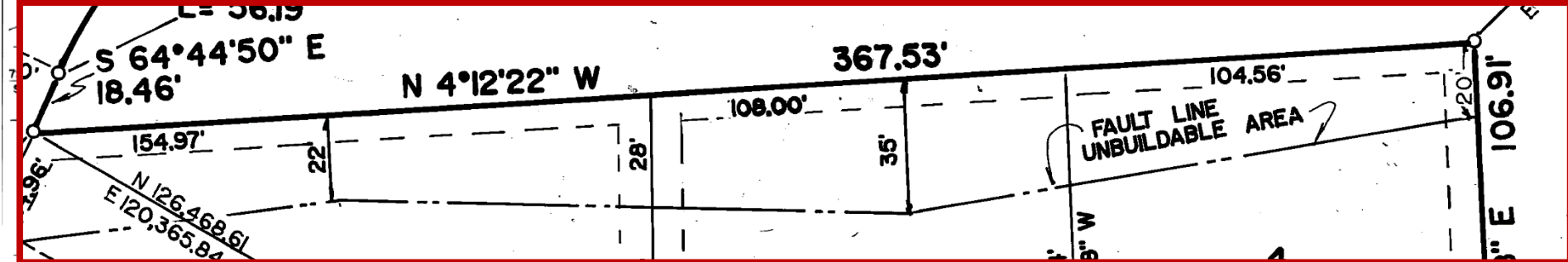
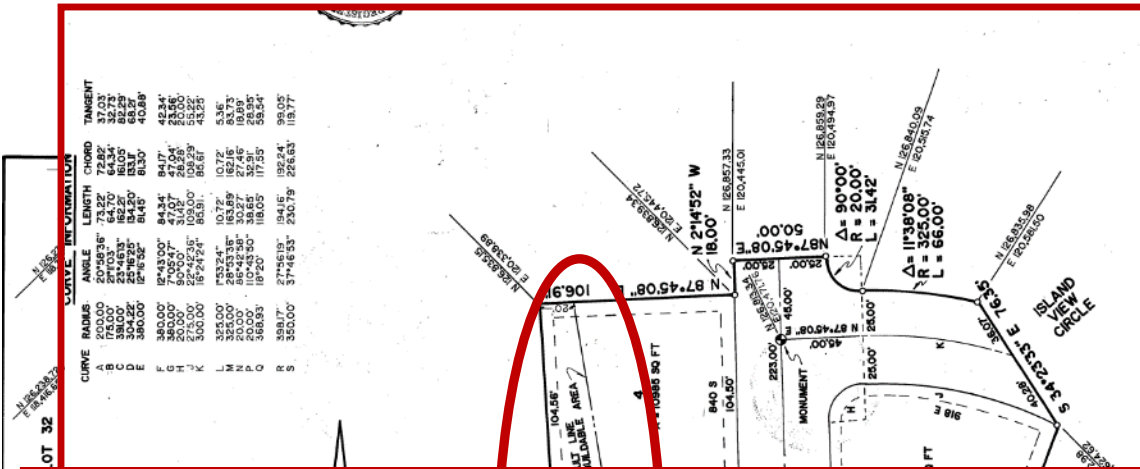
- 1. Dedicated Plats**
- 2. Ownership Plats**

Plat Map Types Dedicated Subdivision Plat



Recorded at the county. Has signatures and notary stamps.
Dedicated maps are generally better if they are newer

Dedicated Plat



EW SUBDIVISION PLAT L
2N, R.1E, S.1B, 8M
UTAH
1657-212
AFFIDAVIT 1619-256

1820

BOUNDARY DESCRIPTION

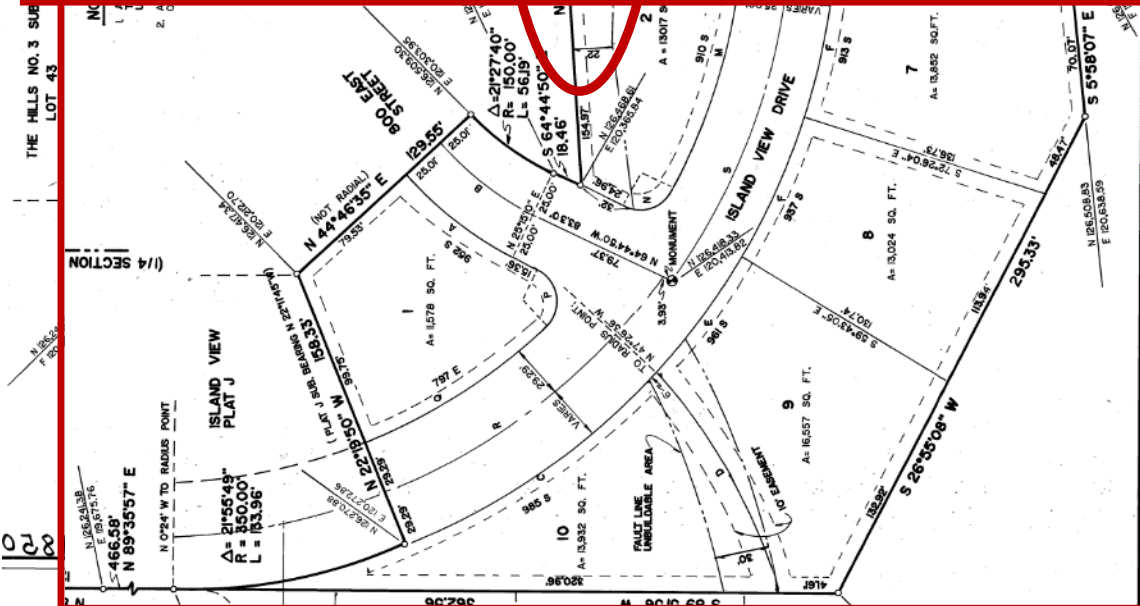
BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF ISLAND VIEW SUBDIVISION PLAT "J" IN CENTERVILLE CITY, DAVIS COUNTY, UTAH, WHICH POINT IS 30°07'50"E 353.76 FT. ALONG THE SECTION LINE AND N89°55'57"E 466.58 FT. ALONG SAID SOUTH BOUNDARY OF ISLAND VIEW PLAT "J" FROM THE WEST QUARTER CORNER OF SECTION 17, 12N, R.1E, S.1B, 8M AND RUNNING THENCE ALONG THE BOUNDARY OF SAID PLAT "J" IN THE FOLLOWING TWO COURSES: NORTHEASTERLY 153.96 FT. ALONG THE ARC OF A 150.00 FT. RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 2°55'49" (GRADE POINT BEARS 1074.71 M FROM THE BEGINNING OF THE CURVE); N22°15'00"W 158.33 FT. THENCE N44°46'35"E 255.85 FT.; THENCE SOUTH, EASTERLY 562.32 FT. ALONG THE ARC OF A 150.00 FT. RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°39'08" (GRADE POINT BEARS 1074.71 M FROM THE BEGINNING OF THE CURVE); N22°15'00"W 158.33 FT. THENCE S 64°44'50"E 18.46 FT. ALONG THE FAULT LINE UNBUILDABLE AREA TO THE POINT OF BEGINNING.

CITY ATTORNEY'S APPROVAL

APPROVED THIS 12th DAY OF NOVEMBER 1987.
Scott Stoddard
CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS 12th DAY OF NOVEMBER 1987.



CITY COUNCIL APPROVAL

PRESENTED TO THE CITY COUNCIL OF CENTERVILLE CITY THIS 23rd DAY OF MARCH 1988 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
CITY RECORDER *Dean Hagg*
MAXOR *Dean Hagg*



DATE Oct. 1, 1987
UTAH SURVEYOR NO. 5575

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE ABOVE TRACT OF LAND HAVING CAUSED THE SAME TO BE HEREAFTER KNOWN AS THE AMENDED PLAT OF ISLAND VIEW SUBDIVISION PLAT "L" DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT FOR PUBLIC USE AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENT OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION ON THE STREETS, IN WITNESS WHEREOF WE HAVE HERANTO SET OUR HANDS THIS 1st DAY OF OCTOBER 1987.
Robert D. Gendron
Michaela R. Gendron
Robert D. Gendron
Michaela R. Gendron
Robert D. Gendron
Michaela R. Gendron

ACKNOWLEDGEMENT

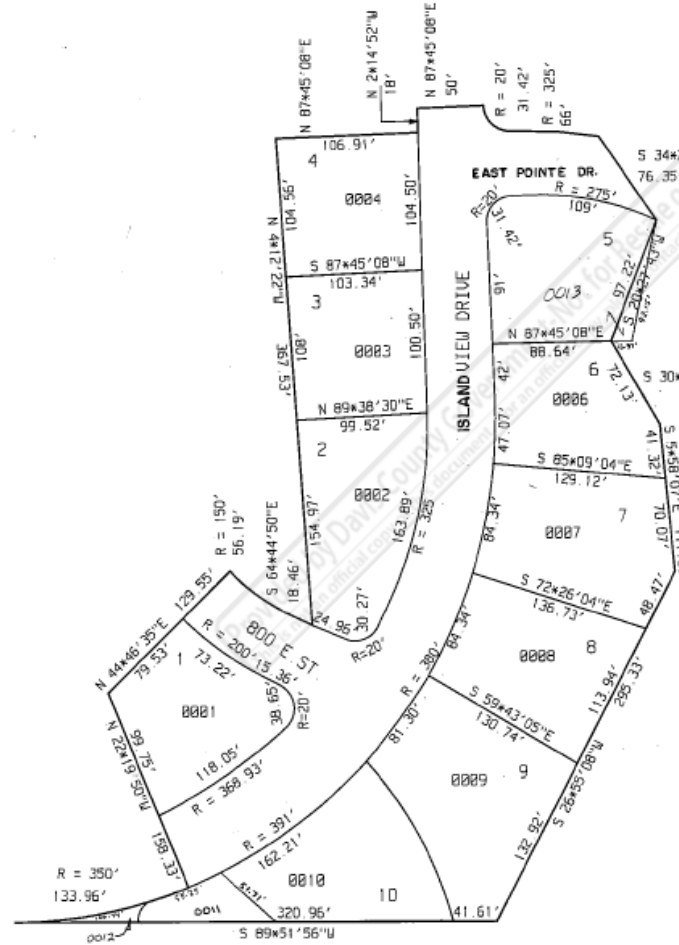
ON THE 1st DAY OF OCTOBER 1987, THERE PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, THE SIGNERS OF THE OWNER'S DEDICATION, IN JAMBER WHO DULY ACKNOWLEDGED TO ME THAT THEY ENTERED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.
NOTARY PUBLIC: *William J. Monahan*
RESIDENCE: *1044 S. 17th*
MY COMMISSION EXPIRES: *SEPTEMBER 16, 1991*
DAVIS COUNTY RECORDER
ENTRY NO. 16523 FF 000 23
FILE FOR RECORD AND RECORDED THIS 28th DAY OF MARCH 1988 AT 10:58 AM
IN BOOK 235 OF 216 588
COUNTY RECORDER: *Samuel Dean Page*
BY: *Samuel Dean Page* DEPUTY

1820

Plat Map Types- Ownership Plat

- Updated by County when property ownership or boundary lines change
- Sometimes a simplified subdivision map
- Sometimes GIS based
- Sometimes lot owners names appears on map

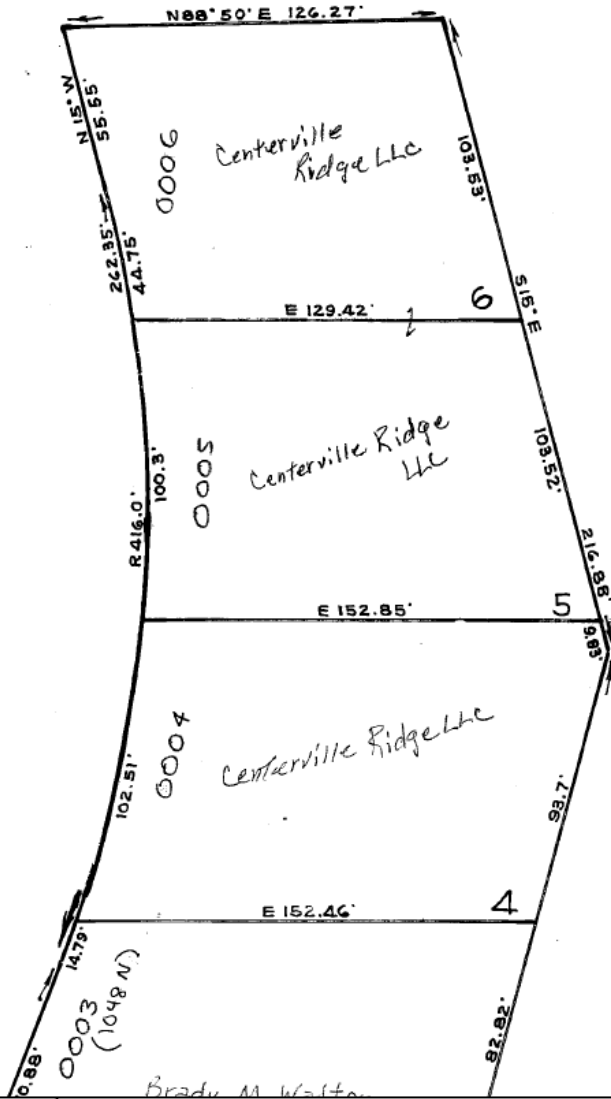
PID	OWNER	ADDRESS	ACRE
0001	Dianna Lee Gardner	797 EAST ISLAND VIEW DR	.275
0002	Dennis G Keith	910 SOUTH ISLAND VIEW	.300
0003	Robert Pendleton Jr	880 SOUTH ISLAND VIEW	.266
0004	Wesley Hopchard Young	840 SOUTH ISLAND VIEW	.250
0006	Douglas D. Ferguson (reg)	889 SOUTH ISLAND VIEW	.250
0007	Ruben D. Cannon	913 SOUTH ISLAND VIEW	.320
0008	Gabriel Chian	937 SOUTH ISLAND VIEW	.300
0009	David M England	961 SOUTH ISLAND VIEW	.300
0010	Thomas L. Blaise - Trs	985 SOUTH ISLAND VIEW	.265
0011	Becky Curtis		.042
0012	Centerville City		.007
0015	Tyler L. Weidt	867 S. ISLAND VIEW	.277

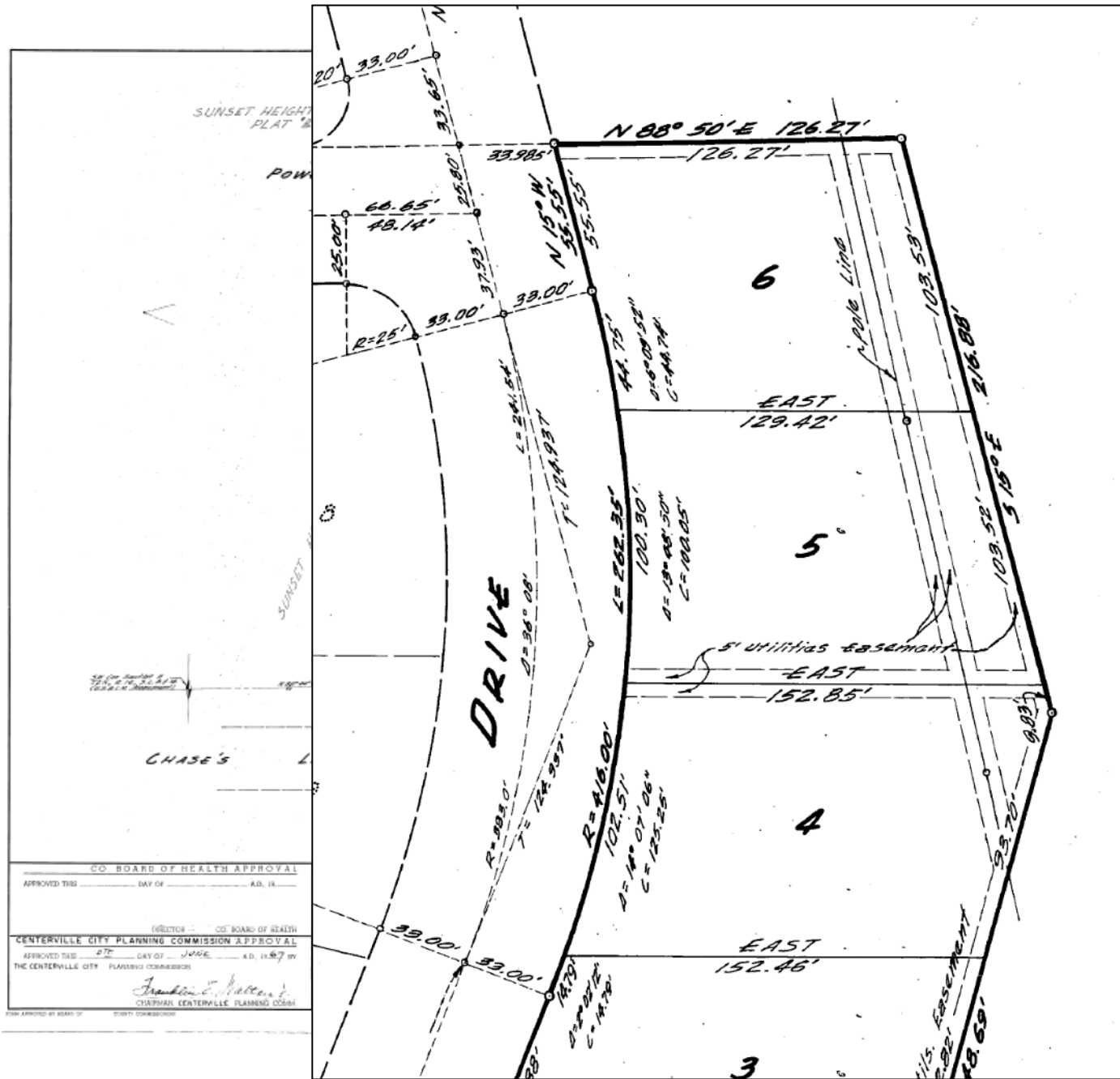


R = 3-28-88



02 011





CO. BOARD OF HEALTH APPROVAL
 APPROVED THIS _____ DAY OF _____ A.D. 19____

DIRECTOR _____ CO. BOARD OF HEALTH

CENTERVILLE CITY PLANNING COMMISSION APPROVAL
 APPROVED THIS _____ DAY OF _____ A.D. 19____ BY
 THE CENTERVILLE CITY PLANNING COMMISSION

Franklin E. Nelson
 CHAIRMAN, CENTERVILLE PLANNING COMMISSION

FORM APPROVED BY BOARD OF COUNTY COMMISSIONERS

SURVEYOR'S CERTIFICATE
 I, _____, do hereby certify that I am a Registered Engineer and/or Land Surveyor, and that I hold _____ as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have surveyed the tract of land shown on this plat and described here subdivided said tract of land into lots and streets, here known as **CANNON HILLS - PLAT 'A'**. This plat has been correctly surveyed and staked on the ground in accordance with this plat.

SECONDARY DESCRIPTION:
 BEGINNING at the southerly line of Oakridge Drive and the South line of Section 5, T24N, R1E, S1/4, S1/4, at a point 487.44 feet from the southerly corner of said Section 5 and running thence along the southerly line of Oakridge Drive 1.92 feet thence S 82° 19' 40" E 116.00 feet thence curve to the left thence S 55° 10' 00" E 103.53 feet thence leaving Oakridge Drive and running 127 feet thence S 80 feet thence S 89 feet to the South line of said Section 5 thence 41 feet thence 100 feet along said section line to the point of beginning.

1945 *LaMar R. Smith*

OWNER'S DEDICATION
 I, _____, do hereby present that _____, the _____ undesignated owner of the described tract of land herein caused same to be subdivided and staked to be hereafter known as the **CANNON HILLS - PLAT 'A'**. I dedicate for perpetual use of the public all parts of said plat as intended for Public use, to-wit: _____ have hereto set _____ the day of _____ A.D. 19____.

IN WITNESS WHEREOF
BY BENEFICIAL REALTY COMPANY
by LaMar R. Smith
 President

ACKNOWLEDGMENT
 I, _____, do hereby certify that I am a Registered Engineer and/or Land Surveyor, and that I hold _____ as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have surveyed the tract of land shown on this plat and described here subdivided said tract of land into lots and streets, here known as **CANNON HILLS - PLAT 'A'**. This plat has been correctly surveyed and staked on the ground in accordance with this plat.

1947 *Smith & Lohle*
 SURVEYOR

CANNON HILLS PLAT 'A'
 PART OF THE SW QUARTER SECTION 5, T24N, R1E SALT LAKE

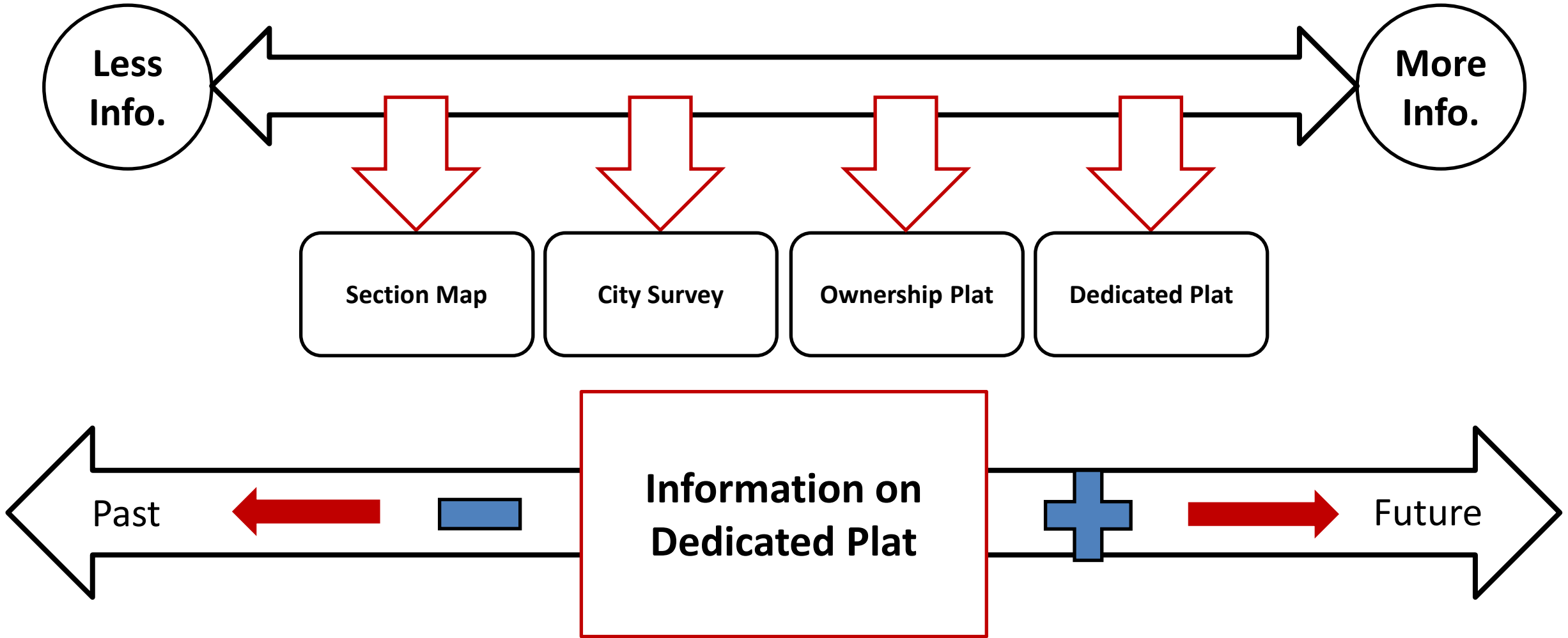
RECORDED IN BOOK _____ PAGE _____

DATED June 22, 1947 10:41 A.M. 200' 5" 110' 25"

1947 *Marionette S. Bannock*
 DAVIS

By Margaret S. Bannock

Plat Map Information



Best Practices- Maps & Plats

1. Dedicated Plat- The original subdivision, PUD, PRUD map
2. Tax Map/GIS- What's changed since the original plat?
3. Section Map- If 1 & 2 are not available
4. Overhead Map (in color!)
 - www.parcels.utah.gov
 - County GIS

County Interactive Maps

Salt Lake County Interactive: <http://slco.org/assessor/new/query/intropage.cfm>

Davis County Interactive: <https://webportal.daviscountyutah.gov/App/PropertySearch/esri/map>

Utah County Interactive: <https://maps.utahcounty.gov/ParcelMap/ParcelMap.html>

Weber County Interactive: <https://www3.co.weber.ut.us/gis/maps/gizmo2/index.html>

Box Elder County: <http://www.boxeldercounty.org/webmaps.htm>

Wasatch County: <https://www.wasatch.utah.gov/Maps>

Summit County: <http://www.co.summit.ut.us/234/Summit-County-GIS>

Tooele County (create free account): http://206.197.88.246/flexviewers/TC_Interactive/

Washington County: <http://geo.washco.utah.gov/Html5Viewer/?viewer=WashingtonCounty>

Cache County: <https://www.cachecounty.org/gis/map-viewers.html>

Iron County: <https://www.ironcounty.net/department/information-technology-service/gis/>

Rich County: <https://www.richcountyut.org/ownership-plats/> (Not interactive, but maps are searchable)

Duchesne County: <http://duchesnecounty.maps.arcgis.com/apps/webappviewer/index.html?id=90c3cc34ed1a47c79d2b4b508ee9e507>

Uintah County: http://co.uintah.ut.us/departments/a - e departments/community_development/interactive_map/index.php

Carbon County: GIS: <http://maps.carbon.utah.gov/ccmobile/>: **Carbon County Subdivision Plats:**

<https://www.carbon.utah.gov/Administration/Taxes/Documents>

Emery County: http://emerycounty.com:90/geomoose2/geomoose.html?mapbook=./mapbooks/book_page_mapbook.xml

Emery County Subdivision Plats: <http://www.emerycounty.com/recorder/subdivisions>

Emery County Ownership Plats: http://www.emerycounty.com/recorder/needa_plat.htm

Grand County: <http://grandcountyutah.maps.arcgis.com/apps/View/index.html?appid=87ff621436ab482ead11ae7380f5a6a9&extent=-109.6637,38.4941,-109.3753,38.6159>

Piute County: <https://www.arcgis.com/home/webmap/viewer.html?webmap=36737fe09afa4926ae77115fdef742d1&extent=-112.3644,38.1201,-112.1108,38.234>

Kane County: <https://kane.utah.gov/residents/county-maps/>

Maps & plats 2.0



“I’m the Survey MAP!”

County Surveyor

- Keeper of the survey maps “Steward of survey records”
- Guardian of government corners
- 17-23-1 (3)(a)(iii) "The surveyor of each county shall: **permanently keep at county government offices at the county seat a fair and accurate record of all surveys made**, including legal descriptions and geographic coordinates, all surveys received pursuant to Section 17-23-17, and all corner files received pursuant to Section 17-23-17.5;"
- 17-23-1 (4)(a) "**The county surveyor or his designee shall establish all corners of government surveys** and reestablish all corners of government surveys where corners have been destroyed and where witness markers or other evidence of the government corners remain so that the corners established by government survey can be positively located" (d) "Established or reestablished corners shall be recognized as the legal and permanent corners."



Surveys are a public record

*“In 1987 the State of Utah enacted a law requiring surveyors to file their surveys with the County Surveyor's Offices throughout the state. The County Surveyor's Office is the centralized location where surveys are stored and accessible to the public. **The County Surveyor has the responsibility to see that your survey is part of the public record and is on file at our office.**”*

<http://www.utahcounty.gov/Dept/Surveyor/FAQ.asp>

Accessed 2/13/2020



Land Surveyors (Private- Not elected)

Who can perform a land survey? Can an Engineer or a building or fencing contractor do land survey work?

- “Only a licensed land surveyor can assume the legal responsibility of performing a land survey. Utah, along with all 50 states has stringent education, experience and testing requirements where individuals are formally examined prior to licensure. A surveyor's conduct and quality of work are also subject to a defined code of ethics. An engineer or contractor can ONLY perform a land survey IF they are currently licensed as professional land surveyors.”

<http://www.utahcounty.gov/Dept/Surveyor/FAQ.asp>
Accessed 2/14/2020

DOPL Surveyor Search

<https://dopl.utah.gov/eng/index.html>,
<https://secure.utah.gov/llv/search/index.html>

Utah.gov Secured A SECURE ONLINE SERVICE FROM UTAH.GOV Subscribers FAQs Support Font Size: A A A

UTAH DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
LICENSEE LOOKUP & VERIFICATION SYSTEM

RELATED LINKS & RESOURCES

Licensee Lookup & Verification System

Information Current as of 02/23/2020

Search by:

Name Search:

- Search results BEGINNING with "name" (Examples: "Mary Smith" or "M Smith" or "Smith")
- Search results CONTAINING "name" (wild card search)

Narrow my search by profession:

- ACCOUNTANCY
- ACUPUNCTURE
- ARCHITECT
- ATHLETE AGENTS
- ATHLETIC TRAINER
- BUILDING INSPECTOR
- BURGLAR ALARM
- CHIROPRACTIC

The Division will no longer distinguish between probationary licenses that state "Active on Probation" and "Restricted Active on Probation". All probationary licenses will now only say "Active on Probation"

Going Mobile?
Get License Info on Your Mobile
Visit this site with your mobile device

Department of Commerce

- [Utah Division of Occupational & Professional Licensing](#)
- [Utah Department of Commerce](#)
- [Contact Us](#)
- [Public Meetings](#)

Data Request

- [Request Address List of Licensees](#)
- [Request other lists](#)

For technical assistance, please call: 801-983-0275

For informational assistance, please call DOPL at: (801) 530-6628

Feedback

We'd like to hear from you.
Tell us what you thought using License Lookup & Verification



Survey Filing Requirements- 1 of 2

Surveys must show the following:

- The location of the survey by quarter section and township and range.
- Date of survey.
- The scale of drawing and north point.
- The distance and course of all lines traced or established, giving the basis of bearing, the distance and course to a section corner or quarter corner, including township and range, or an identified monument within a recorded subdivision.
- All measured bearings, angles, and distances separately indicated from those of record.
- A written boundary description of property surveyed.
- All monuments set and their relation to older monuments found.
- A detailed description of monuments found and monuments set, indicated separately.
- The surveyor's seal or stamp.
- The surveyor's business name and address.

<https://www.daviscountyutah.gov/surveyor/filing-requirements> Accessed 2/13/2020



Survey Filing Requirements- 2 of 2

The map shall contain a written narrative that explains and identifies:

- The purpose of survey.
- The basis on which the lines were established.
- The found monuments and deed elements that controlled the established or re-established lines.
- All subdivision plats must have a narrative attached for filing in the surveyor's office.

If the narrative is a separate document, it shall contain:


- The location of the survey by quarter section and by township and range.
- The date of survey.
- The surveyor's stamp or seal.
- The surveyor's business name and address.

The map and narrative shall be referenced to each other, if they are separate documents.

The map and narrative shall be created on material of a permanent nature on stable base reproducible documents.

The required size of a survey must be 18" x 24" or 24" x 36". All subdivision mylars received in the Davis County Recorder's office are 19" x 30", subdivisions filed in the surveyor's office must be placed on a 24" x 36" mylar.

<https://www.daviscountyutah.gov/surveyor/filing-requirements> Accessed 2/13/2020



Survey Types- AKA you get what you pay for

- What was the goal of the survey?
 - Describe fences?
 - Compare to deed/ownership record?
 - Find or define utilities or water?
 - New Subdivision?
 - SBA/ALTA Survey?
- Other survey questions
 - Where did the surveyor measure from?
 - What tools were used?
 - How big is the survey area?
 - How does the survey differ from other/existing surveys?
 - Who paid for the survey?

ALTA Survey

- Minimum Standards for ALTA Surveys were first established in 1962
- ALTA specifies the data to be shown on the survey and this includes boundary lines, location of the main building including improvements, location of ancillary buildings, the identification of easements (access rights by service companies such as water, gas, telephone, railways and other utilities).

<http://www.landsurveyors.com/resources/definition-of-an-alta-survey/>

Survey Maps Online:

Washington County

<https://geoprodvm.washco.utah.gov/html5Viewer/?viewer=PublicWorks>

Salt Lake County Surveyor GIS (FREE):

<https://slco.org/surveyor/apps/surveymonument/>

Utah County Surveyor GIS (FREE): <https://maps.utahcounty.gov/PrivateSurveys/PrivateSurveys.html>

Weber County Surveyor GIS (FREE):

<http://www.webercountyutah.gov/Surveyor/Interactive/>

Davis County Survey Search (THROUGH REDIWEB): https://webportal.daviscountyutah.gov/App/portal#!/sign_in

Box Elder (FREE- Turn on Survey Layers):

<https://gis.boxeldercounty.org/webmap/>

Cache County Surveyor (FREE & Sometimes is works): <http://66.232.67.238/websites/surveyviewer/>

Washington County (Free):

<http://geo.washco.utah.gov/html5Viewer/?viewer=PublicWorks>

Summit County Surveyor (FREE, but not easy):

<https://property.summitcounty.org/surveyor/eagleweb/docSearch.jsp>

Wasatch County Surveyor (FREE):

<https://wasatch.maps.arcgis.com/apps/webappviewer/index.html?id=103db0251a5342f7bbd1462eb7a47440>

Uintah County Surveyor (Free, but not easy. Download PDF for Links on Left Side of Page):


<http://co.uintah.ut.us/departments/q - z departments/surveyor/index.php>

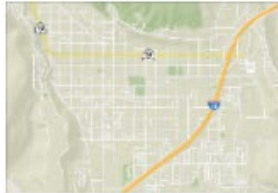


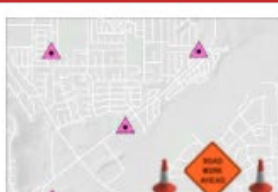
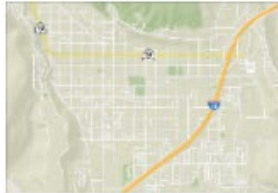


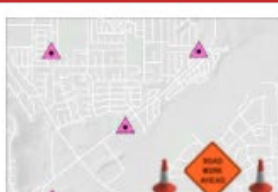
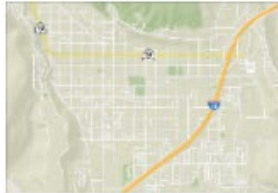


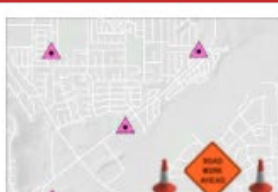
San Juan County:

<https://sanjuancounty.org/?s=survey>

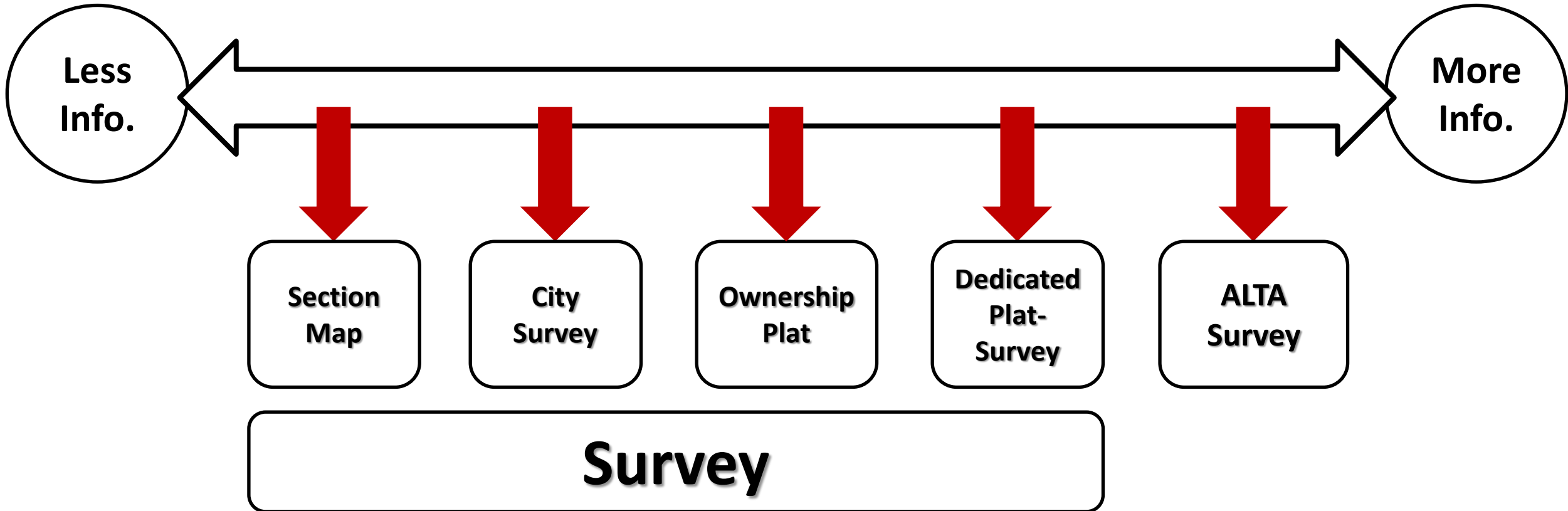
Tooele County: They might have stuff?

Washington County Private Surveys



GIS	<h2>Map Inventory</h2> <h3>Interactive Maps</h3> <table border="1"><tr><td></td><td>Washington County GIS Viewer Web Mapping Application A comprehensive collection of data and tools for Washington County.</td></tr><tr><td></td><td>Recorder's Office Viewer Web Mapping Application Property and owner information, reports and mailing labels.</td></tr><tr><td></td><td>Community Development Viewer Web Mapping Application Zoning and General Plan information.</td></tr><tr><td></td><td>Public Works Viewer Web Mapping Application Survey records and information on county projects.</td></tr></table>		Washington County GIS Viewer Web Mapping Application A comprehensive collection of data and tools for Washington County.		Recorder's Office Viewer Web Mapping Application Property and owner information, reports and mailing labels.		Community Development Viewer Web Mapping Application Zoning and General Plan information.		Public Works Viewer Web Mapping Application Survey records and information on county projects.
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		Recorder's Office Viewer Web Mapping Application Property and owner information, reports and mailing labels.							
		Community Development Viewer Web Mapping Application Zoning and General Plan information.							
		Public Works Viewer Web Mapping Application Survey records and information on county projects.							
Map Request									
Public Hours									
Map Inventory									
Master Address List									
Data Request									
Contact & Feedback									

Map & Survey Information



Maps - <http://parcels.utah.gov/>

Utah State Parcels 1.3.1

Find Parcel

Choose a county

Find Address

Address

Zip or City

Find

Find GNIS Place Name

Find City

Export Map to PDF

Print

Data Sourced from County Recorders - hosted and served by Utah AGRC



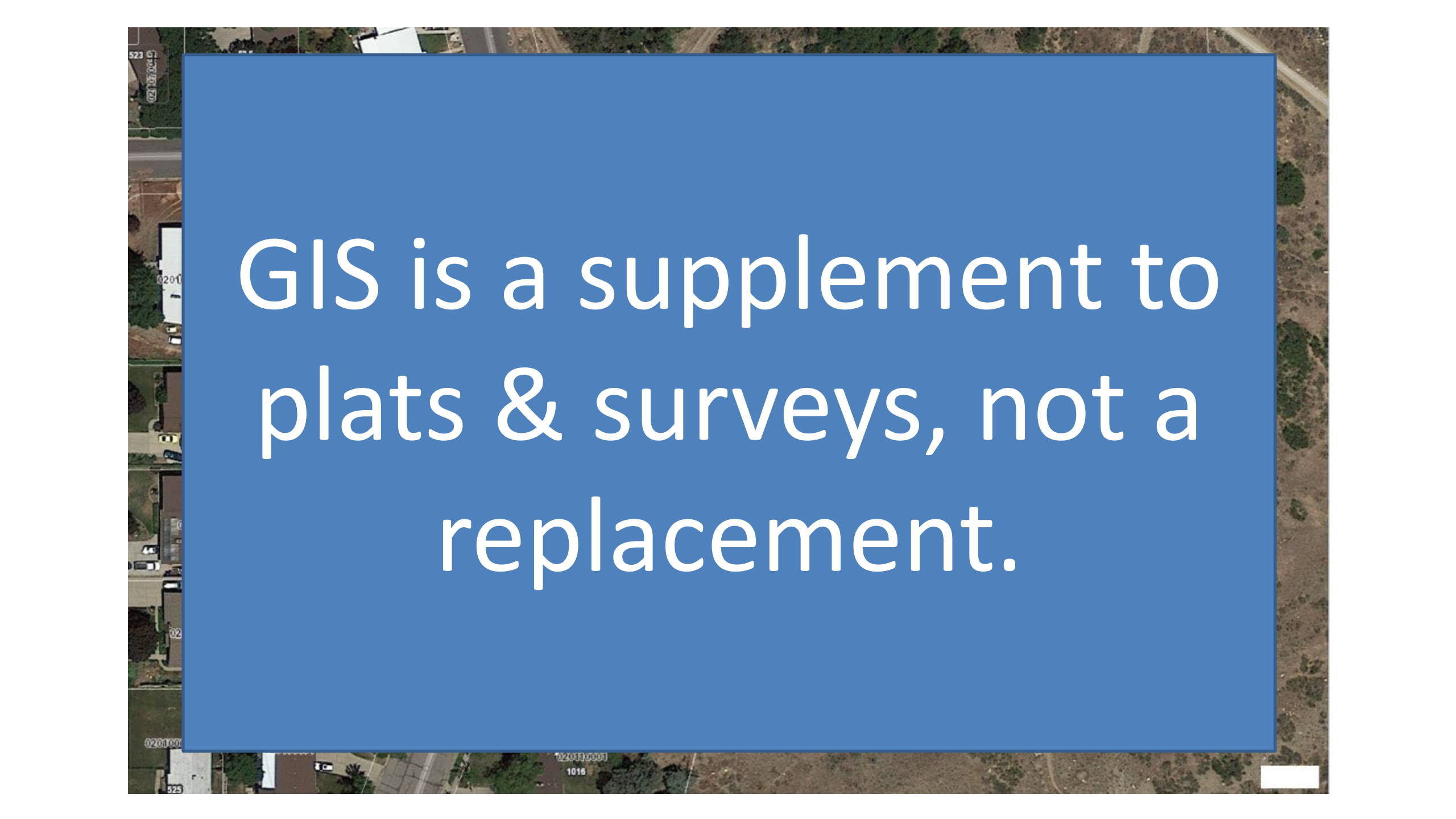
UTAH AGRC

Automated Geographic Reference Center



Data Sourced from County Recorders - hosted and served by [Utah AGRC](http://parcels.utah.gov/)



An aerial photograph of a residential neighborhood is shown in the background. The image features several houses with driveways, streets, and some greenery. A large, semi-transparent blue rectangle is overlaid on the center of the image, containing white text. The text reads: "GIS is a supplement to plats & surveys, not a replacement." The text is centered and uses a clean, sans-serif font. The background image shows various details like house numbers (e.g., 523, 0201, 02, 020100, 525, 02010001, 1016) and a small white box in the bottom right corner.

GIS is a supplement to
plats & surveys, not a
replacement.

2019 Boundary Line Change Amendments (UCA 57-1-45, 10-9a-103 & 603)



H.B. 315 Land Use and Development Amendments

Bill Text

Status

Hearings/Debate

Enrolled

H.B. 315

Printer Friendly

1

LAND USE AND DEVELOPMENT AMENDMENTS

2

2019 GENERAL SESSION

3

STATE OF UTAH

4

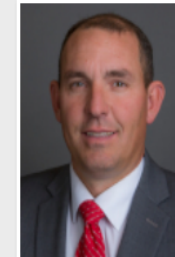
Chief Sponsor: Logan Wilde

5

Senate Sponsor: Kirk A. Cullimore

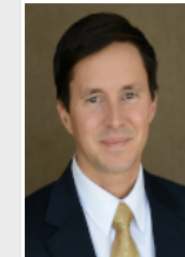
6

Bill Sponsor:



Rep. Wilde, Logan

Floor Sponsor:

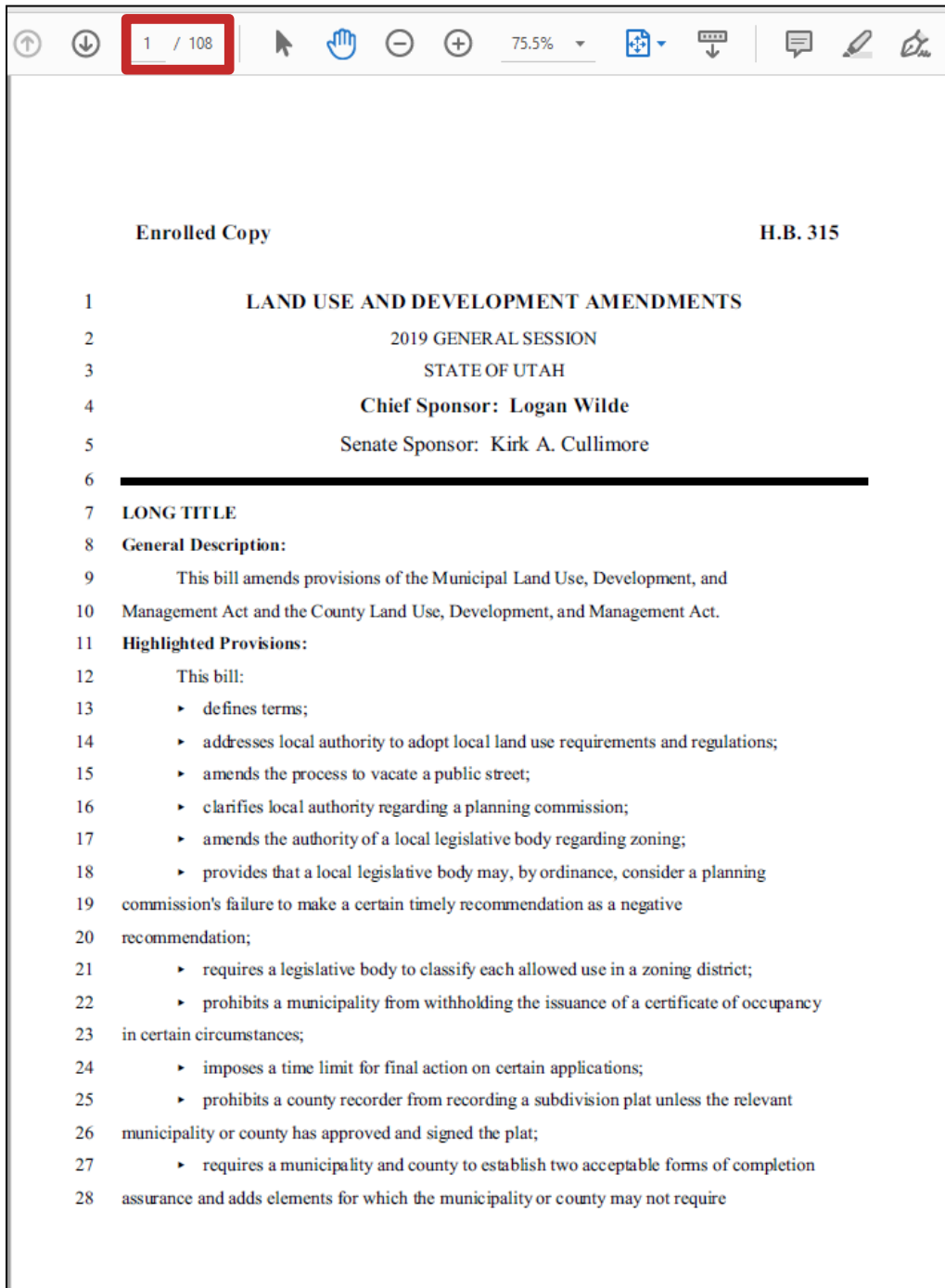


Sen. Cullimore, Kirk A.

Substitute Sponsor: Sen. Cullimore, Kirk A.

Drafting Attorney: Michael E. Curtis

Fiscal Analyst: Sean C. Faherty




From HB 315- Only 108 pages long

- requires a boundary line agreement operating as a quitclaim deed to meet certain standards;
- amends provisions regarding boundary line agreements, including elements, status, and exemptions;

2021 H.B. 409 Municipal and County Land Use and Development Revisions

(10-9a-103, 10-9a-302, 10-9a-507, 10-9a-509, 10-9a-523, 10-9a-524, 10-9a-529, 10-9a-601, 10-9a-608, 10-9a-609.5, 10-9a-701, 10-9a-801, 17-27a-103, 17-27a-302, 17-27a-506, 17-27a-508, 17-27a-522, 17-27a-523, 17-27a-601, 17-27a-608, 17-27a-609.5, 17-27a-701, 17-27a-801, 57-1-13, 57-1-45, 63I-2-217)






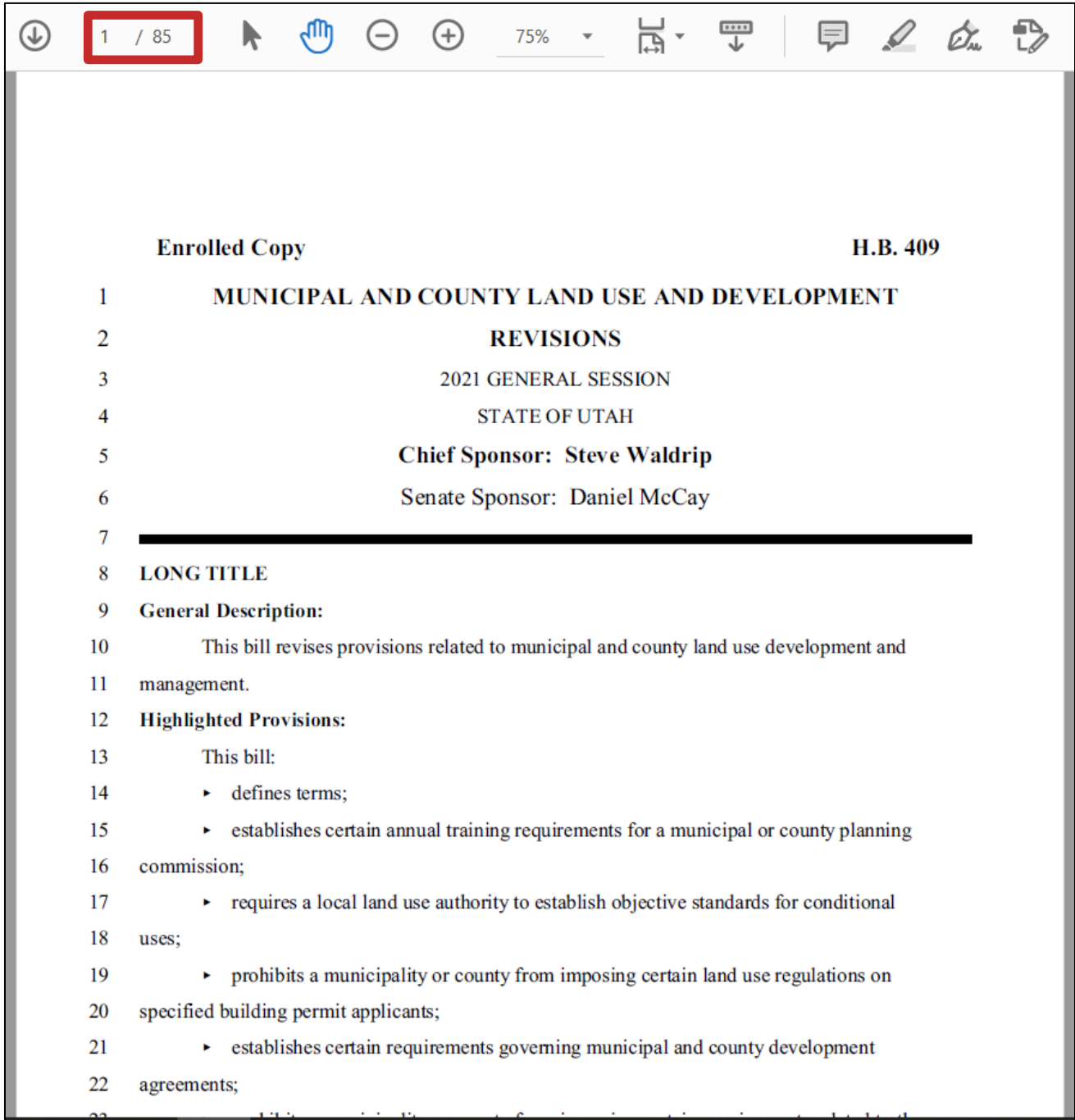
UTAH STATE LEGISLATURE

Legislators Bills Code Committees Audits Budget Research and Legal

Home 2021 General Session H.B. 409

H.B. 409 Municipal and County Land Use and Development Revisions

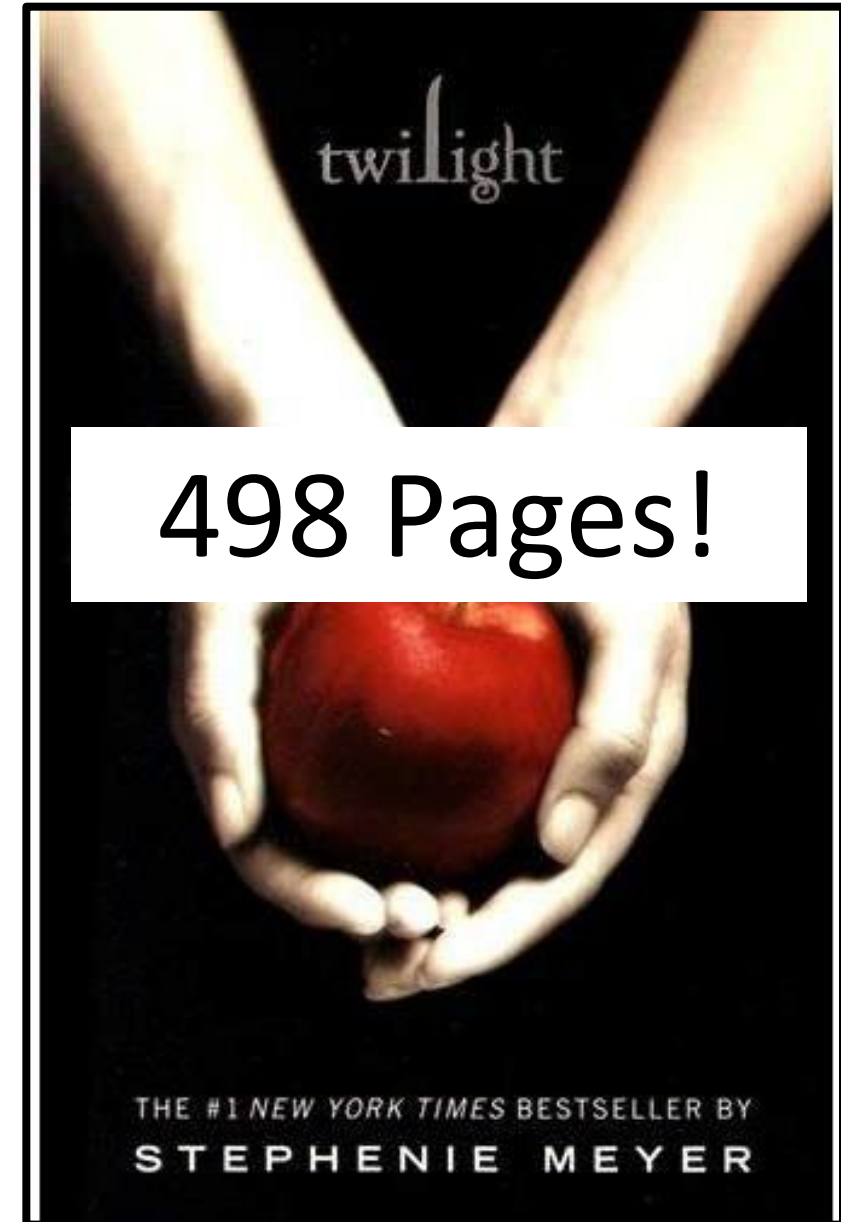
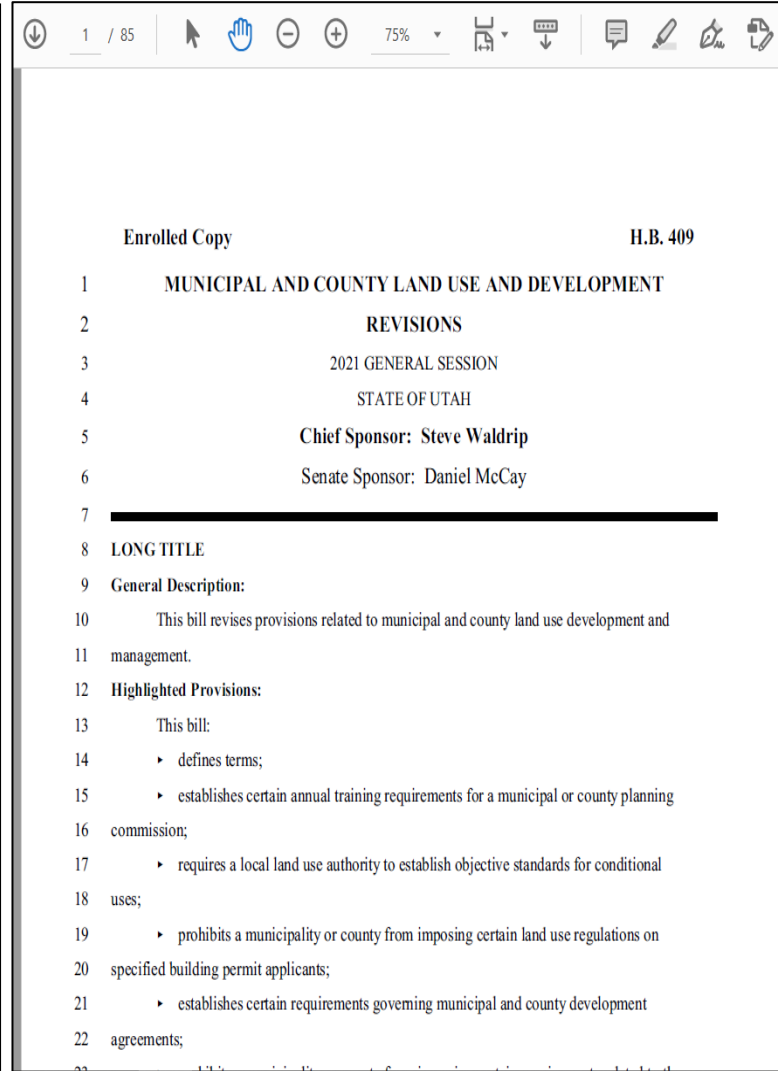
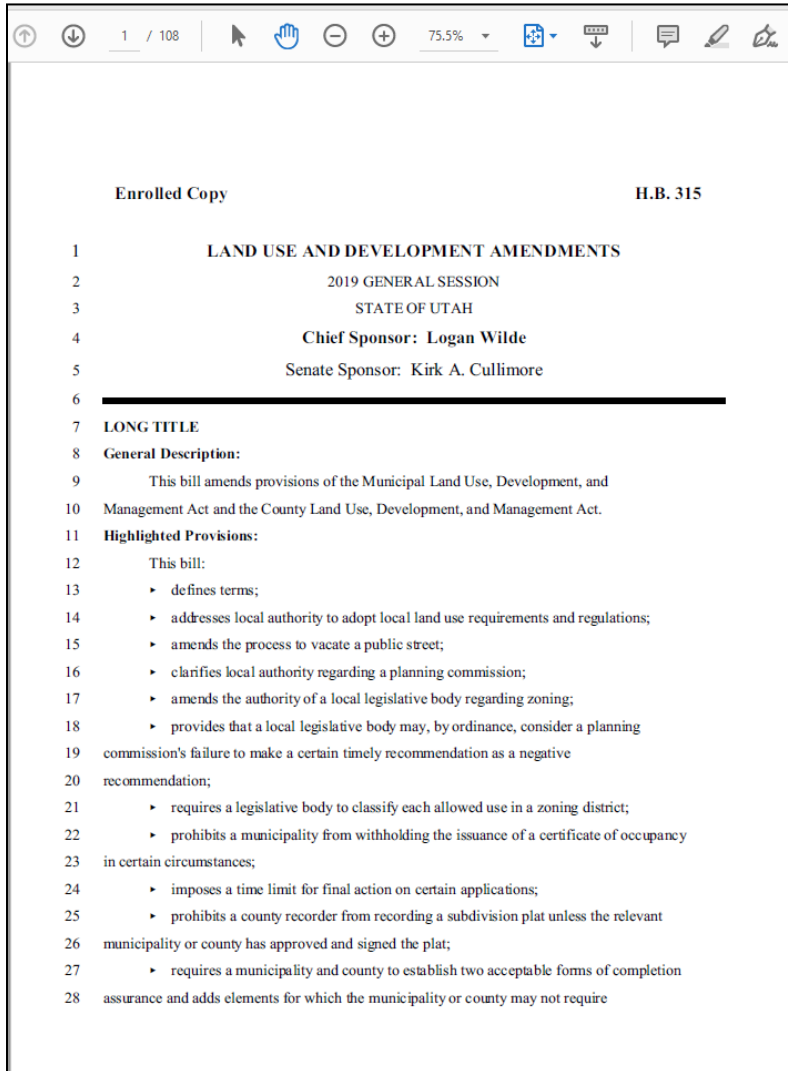
Bill Text	Status	Hearings/Debate
<p>Enrolled</p> <p>Printer Friendly </p> <p>1</p> <p>MUNICIPAL AND COUNTY LAND USE AND DEVELOPMENT</p> <p>2</p> <p>REVISIONS</p> <p>3</p> <p>2021 GENERAL SESSION</p> <p>4</p> <p>STATE OF UTAH</p> <p>5</p> <p>Chief Sponsor: Steve Waldrip</p> <p>6</p> <p>Senate Sponsor: Daniel McCay</p>	<p>H.B. 409</p>	<p>Bill Sponsor:</p>  <p>Rep. Waldrip, Steve</p> <p>Floor Sponsor:</p>  <p>Sen. McCay, Daniel</p> <p>Substitute Sponsor: Rep. Waldrip, Steve</p> <p>Drafting Attorney: Gus Harb</p> <p>Fiscal Analyst: Maddy Oritt</p> <hr/> <p>Bill Tracking</p> <p>Tracking Page</p>



From HB 409- Only 85 pages long

- Modifies provisions related to property boundary adjustments, subdivision amendments, and public street vacations;

108 + 85 = 193 pages long!!!



H.B. 315 - 2019

- requires a boundary line agreement operating as a quitclaim deed to meet certain standards;
- amends provisions regarding boundary line agreements, including elements, status, and exemptions;

H.B. 409 - 2021

- modifies provisions related to property boundary adjustments, subdivision amendments, and public street vacations;



Property Types



Distinctions between Parcels & Lots

10-9a-103 Definitions.

(37) "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder.

(46) "Parcel" means any real property that is not a lot.

Distinctions between Parcels, Lots & Units

10-9a-103. Definitions.

- **Parcels:** "Parcel" means any real property that is not a lot. (*Including Metes & Bounds or City Survey*)
- **Lot:** "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder. *Subdivision, Cluster Subdivision, Planned Unit Development (PUD), Planned Residential Unit Development (PRUD)*

Lots are governed by the Community Association (Act 57-8a-102)

(5) "Common areas" means property that the association: (a) owns; (b) maintains; (c) repairs; or (d) administers.

57-8-3. Definitions

- **Units:** (40) (a) "Unit" means a separate part of the property intended for any type of independent use, which is created by the recording of a declaration and a condominium plat that describes the unit boundaries. (**Condominiums**)
- (11) "**Condominium unit**" means a unit together with the undivided interest in the common areas and facilities appertaining to that unit.

Condominium units are governed by 57-8-3 (5) Condominium Association Act

(5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:

(a) the land included within the condominium project, whether leasehold or in fee simple; (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;

(c) the basements, yards, gardens, parking areas, and storage spaces; (d) the premises for lodging of janitors or persons in charge of the property; (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating; (f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use; (g) such community and commercial facilities as may be provided for in the declaration; and (h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

Property Types

- Parcel
 - Not subdivided
 - City Lot/Block
- Lot
 - Subdivision
 - Condominium
 - PUD
 - PRUD

Townhomes are not a property type. Townhomes are a zoning type/building style.

- Townhome
- Twin home
- Rambler
- Ranch
- Split entry
- Tudor

Lot Line Adjustment 10-9a-103 (38)

(a) "Lot line adjustment" means a relocation of a lot line boundary between adjoining lots or between a lot and adjoining parcels in accordance with Section 10-9a-608:

(i) whether or not the lots are located in the same subdivision; and

(ii) with the consent of the owners of record.

(b) "Lot line adjustment" does not mean a new boundary line that:

(i) creates an additional lot; or

(ii) constitutes a subdivision.

Lot Line Adjustment **10-9a-608 (5)**

(5)

(a) The owners of record of adjoining properties where one or more of the properties is a lot may exchange title to portions of those parcels if the exchange of title is approved by the land use authority in accordance with Subsection (5)(b).

(b) The land use authority shall approve an exchange of title under Subsection (5)(a) if the exchange of title will not result in a violation of any land use ordinance.

Parcel Boundary Adjustment 10-9a-103 (47)

(a) "Parcel boundary adjustment" means a recorded agreement between owners of adjoining parcels adjusting the mutual boundary, either by deed or by a boundary line agreement in accordance with Section 10-9a-524, if no additional parcel is created and:

(i) none of the property identified in the agreement is a lot; or

(ii) the adjustment is to the boundaries of a single person's parcels.

(b) "Parcel boundary adjustment" does not mean an adjustment of a parcel boundary line that:

(i) creates an additional parcel; or

(ii) constitutes a subdivision.

10-9a-523 Property boundary adjustment.

- (1) To make a **parcel boundary adjustment**, a property owner shall:
- (a) execute a boundary adjustment through:
 - (i) a quitclaim deed; or
 - (ii) a boundary line agreement under Section 10-9a-524;
- and
- (b) record the quitclaim deed or boundary line agreement described in Subsection (1)(a) in the office of the county recorder of the county in which each property is located.

10-9a-523 **lot** boundary adjustment.

(2) To make *a lot line adjustment*, a property owner shall:

(a) obtain approval of the boundary adjustment under Section 10-9a-608;

(b) execute a boundary adjustment through:

(i) a quitclaim deed; or

(ii) a boundary line agreement under Section 10-9a-524; and

(c) record the quitclaim deed or boundary line agreement described in Subsection (2)(b) in the office of the county recorder of the county in which each property is located.

10-9a-523 Property boundary adjustment.

(3) A parcel boundary adjustment under Subsection (1) is not subject to review of a land use authority unless:

(a) the parcel includes a dwelling; and

(b) the **land use authority's approval** is required under Subsection **10-9a-524(5)**.

10-9a-524 Boundary line agreement (Parcel with Dwelling Unit)

(5)

(a) If a parcel that is the subject of a boundary line agreement contains a dwelling unit, the municipality may require a review of the boundary line agreement if the municipality:

(i) adopts an ordinance that:

(A) requires review and approval for a boundary line agreement containing a dwelling unit;

and (B) includes specific criteria for approval; and

(ii) completes the review within 14 days after the day on which the property owner submits the boundary line agreement for review.

10-9a-524 Boundary line agreement (Parcel with Dwelling Unit)

(5)(b)

(i) If a municipality, upon a review under Subsection (5)(a), determines that the boundary line agreement is deficient or if the municipality requires additional information to approve the boundary line agreement, the municipality shall send, within the time period described in Subsection (5)(a)(ii), written notice to the property owner that:

(A) describes the specific deficiency or additional information that the municipality requires to approve the boundary line agreement; and

(B) states that the municipality shall approve the boundary line agreement upon the property owner's correction of the deficiency or submission of the additional information described in Subsection (5)(b)(i)(A).

(ii) If a municipality, upon a review under Subsection (5)(a), approves the boundary line agreement, the municipality shall send written notice of the boundary line agreement's approval to the property owner within the time period described in Subsection (5)(a)(ii).

(c) If a municipality fails to send a written notice under Subsection (5)(b) within the time period described in Subsection (5)(a)(ii), the property owner may record the boundary line agreement as if no review under this Subsection (5) was required.

**10-9a-601 Enactment of subdivision ordinance.
(Joining of contiguous lots)**

(3) The joining of a lot or lots to a parcel does not constitute a subdivision as to the parcel or subject the parcel to the municipality's subdivision ordinance.

Boundary line agreement. (10-9a-524 & 17-27a-522)

(1) If properly executed and acknowledged as required by law, an **agreement between owners of adjoining property that designates the boundary line between the adjoining properties acts**, upon recording in the office of the recorder of the county in which each property is located, **as a quitclaim deed to convey all of each party's right, title, interest, and estate in property outside the agreed boundary line** that had been the subject of the boundary line agreement or dispute that led to the boundary line agreement.

Boundary line agreement. (10-9a-524 & 17-27a-522)

(2) Adjoining property owners executing a boundary line agreement described in Subsection (1) shall:

(a) ensure that the agreement includes:

(i) a **legal description** of the agreed upon boundary line and **of each parcel or lot after the boundary line is changed**;

(ii) the **name and signature** of each grantor that is party to the agreement;

(iii) a **sufficient acknowledgment** for each grantor's signature;

(iv) the **address of each grantee** for assessment purposes;

(v) a **legal description** of the parcel or lot each grantor owns **before the boundary line is changed**; and

(vi) the date of the agreement if the date is not included in the acknowledgment in a form substantially similar to a quitclaim deed as described in Section 57-1-13;

Boundary line agreement. (Lot)
(10-9a-524 & 17-27a-522)

(b) *if any of the property subject to the boundary line agreement is a lot, prepare an amended plat* in accordance with Section 17-27a-608 *before executing the boundary line agreement*; and

Boundary line agreement. (10-9a-524 & 17-27a-522)

(c) **if none of the property subject to the boundary line agreement is a lot, ensure that the boundary line agreement includes a statement citing the file number of a record of a survey map**

in accordance with Section 17-23-17, unless the statement is exempted by the county.

All Boundary Line Agreements Must Contain

- Legal descriptions of the agreed upon boundary line
- Legal descriptions of each parcel or lot after the boundary line is changed;
- Proper name, signature, and acknowledgment for each owner
- Address of each grantee for assessment purposes;
- Old legal descriptions of parcels prior to the boundary line change
- The date of the agreement

AND

Additional Requirement for Parcels

- *“ensure that the boundary line agreement includes a statement citing the file number of a record of a survey map”*

Boundary Line Agreement Summary

If a Lot is affected by a boundary line agreement

- Plat must be prepared by a licensed surveyor
- Must get plat approved through city/county process
- Proposed/Preliminary plat to title plant
 - Search-Requirements
- PR prepared with plat descriptions
- Wait for recording of plat & new tax ID numbers

What about adverse possession?

“There is a presumption that the person with legal title to a parcel has the right to possess and use the property. Another person may overcome that presumption and establish legal title by showing that the other person has possessed and used the property for at least seven years.

“Adverse possession may not be established unless it is shown that the land has been occupied and claimed continuously for seven years, and that the party and the party’s predecessors and grantors have paid all taxes which have been levied and assessed upon the land according to law.” [§ 78B-2-214](#) of the Utah Code (see also § 78B-2-215, payment of taxes).”

From <https://propertyrights.utah.gov/adverse-possession/> accessed 9/25/2019

Utah CCIM Commercial Real Property Seller's Property Condition Disclosures

8. BOUNDARIES & COVENANTS			
a. Do you know if there are any improvements on the Property which encroach onto any adjoining properties, or any improvements on adjoining properties which encroaches onto the Property?			
b. Do you know if there are any unrecorded easements affecting the Property?			
c. Do you know if there are any disputes relating to such encroachments or easements?			
d. Do you know if the Property is subject to any restrictions (such as Declarants, restrictive covenants or CC&Rs)?			

17. BOUNDARIES & EASEMENTS		YES	NO	N/A
A. Do you know if anything on your Property (such as a fence, deck, or any other improvement) encroaches (extends) onto any adjoining property?				
	i. If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment: _____			
B. Do you know if anything on any adjoining property (such as a fence, deck, or any other improvements) encroaches onto your Property?				
	i. If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment: _____			
C. Are you aware of any boundary disputes or conflicts involving your Property and any adjoining property or properties?				
	i. If "Yes" please describe, to your knowledge, the nature and location of any such boundary disputes or conflicts: _____			
D. Are you aware of any unrecorded easements affecting the Property?				
	i. If "Yes" please describe, to your knowledge, the nature and approximate location of any such easement: _____			

THEORY

PRACTICE

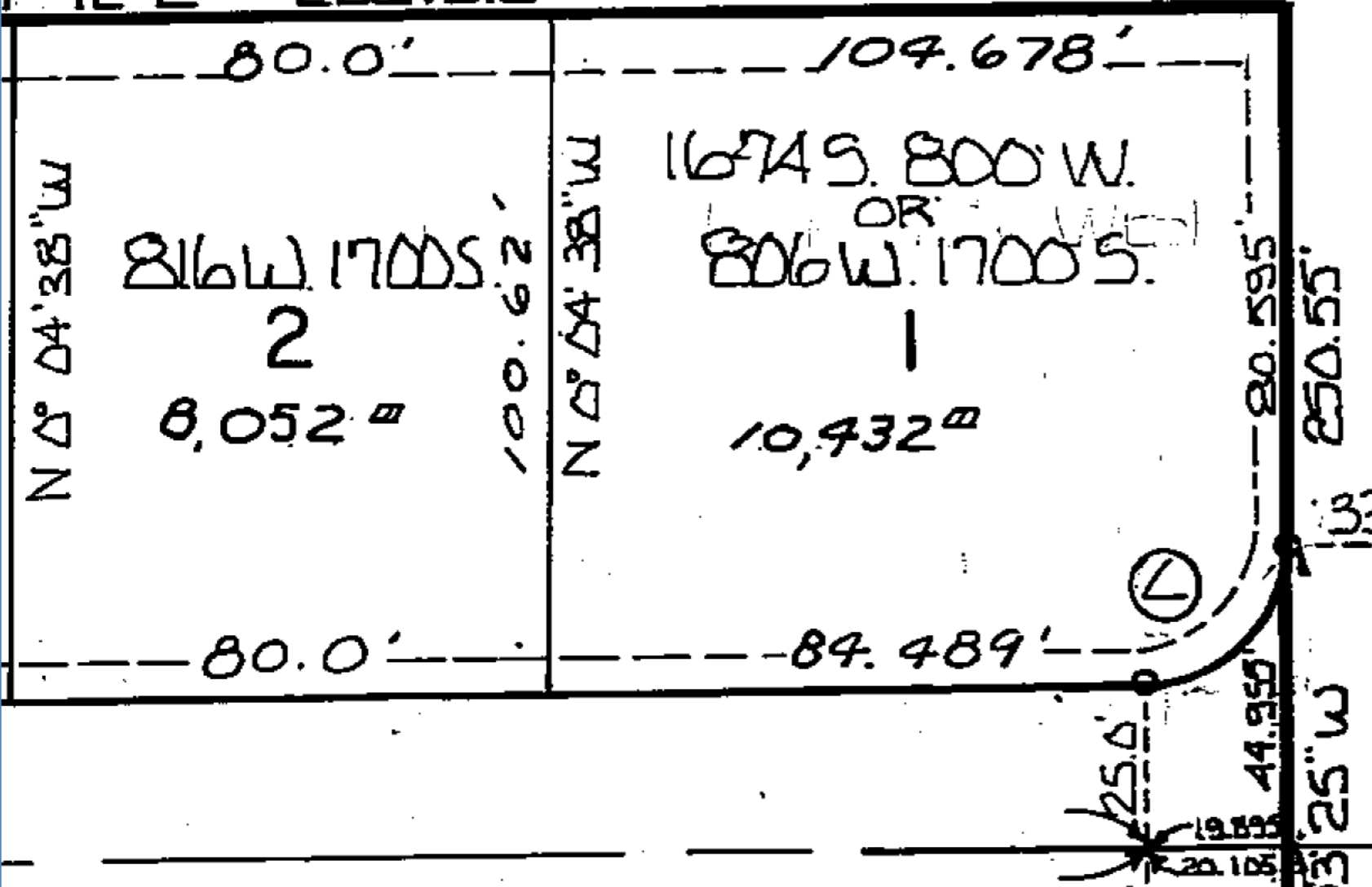




The fence is wrong #1

Plat Dedicated 1979

EASEMENT 7' 42" E 290.819'



WOODS CROSS

APPROVED

WOODS CROSS

APPROVED

WOODS CROSS

PRESENTED

ATTEST

CURVE DATA

CURVE	(C)
DELTA	15° 15' 30"
RADIUS	80.0'
ARC	26.242'
CHORD	24.400'
TANGENT	15.886'

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AY OF JUNE 1979.

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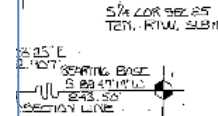
OWNER'S DEDICATION

HO DULY ACKNOW-

THEY EXECUTED

11/10/1987

EXPIRES



SECTION

LINE OF 800 WEST 91'

1, BERSHIP WEST

SECTION 25, T14N, R14W,

$S 89^{\circ} 41' 14'' W$ 243.50'

AND $N 0^{\circ} 01' 25'' E$

ORANGE SEC. 25, TR.

ING THENCE $S 89^{\circ} 55' 00'' W$

NERLY LINE OF SAID

RED ON THE GROUND,

7.989', THENCE

ANCE $N 09^{\circ} 57' 42'' E$

LINE OF SAID 800 WEST

250.85' ALONG

THE P.O.B.

TRAINS 6.88 ACRES

CORDER

FILED FOR

1979

DAY OF

IN BOOK 793

590

REG. DEAN PAGE

DAVIS COUNTY RECORDER

N 13° 32' 28" E 257.48'

39° 57' 42" E

290.82'

80'
Timothy
H. Christensen

2
100.67'
Genny
Mikkelsen

104.00'
G. Mikkelsen
Real Estate
Holding LLC

826W
203 50'

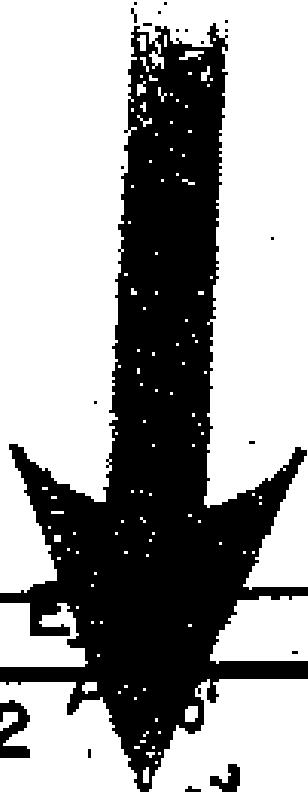
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806W
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REPT

N 250.55'

WEST



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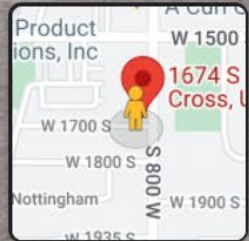
S 1/
SEC.
R 1 W

807 W 1700 S

Woods Cross, Utah

Google

Street View - Aug 2012



Google

2006 Overhead View



A photograph of a residential building, possibly a townhome or apartment complex, with a yellow vertical line and two numbers overlaid. The building has a light-colored facade and a dark roof. The numbers are 816 and 1674, both in white with a black outline. The yellow line is positioned between the two numbers. The image is split vertically by a white line.

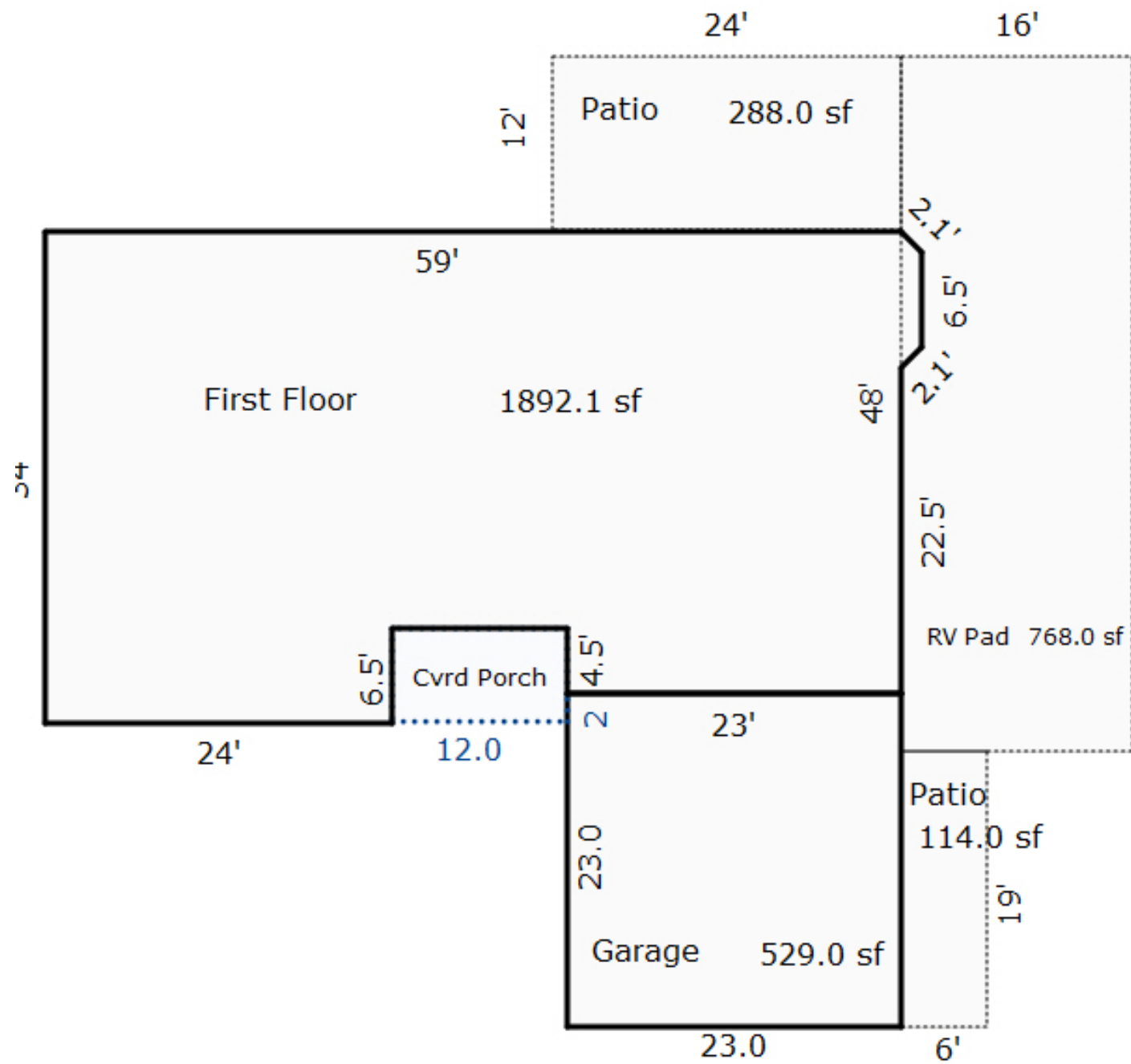
816

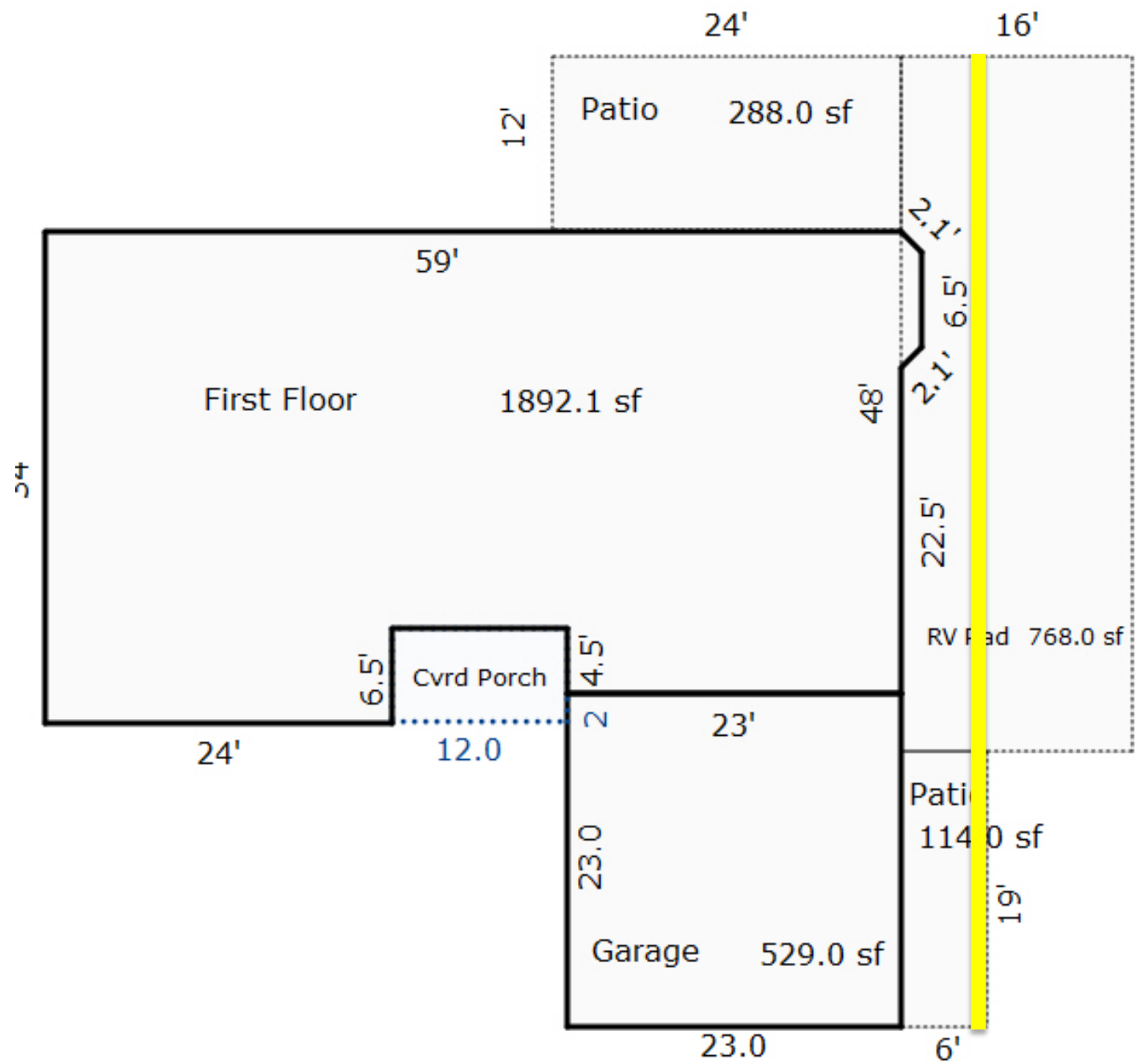
1674

816

1674







19014

2279845
BK 4304 PG 511

E 2279845 B 4304 P 511-512
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/14/2007 10:45 AM
FFF \$13.00 Pgs: 2
REC'D FOR WESTERN STATES TI
THE COMPANY

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____
Mail tax notice to GRANTEE ADDRESS: 816 WEST 1700 SOUTH, WOODS CROSS, UTAH

WARRANTY DEED

^{C.}
GENNY/MIKKELSEN, TRUSTEE OF THE GENNY C. MIKKELSEN FAMILY
TRUST DATED MARCH 12, 2004
OF WOODS CROSS, County of DAVIS, State of Utah, hereby grantor
CONVEY and WARRANT to

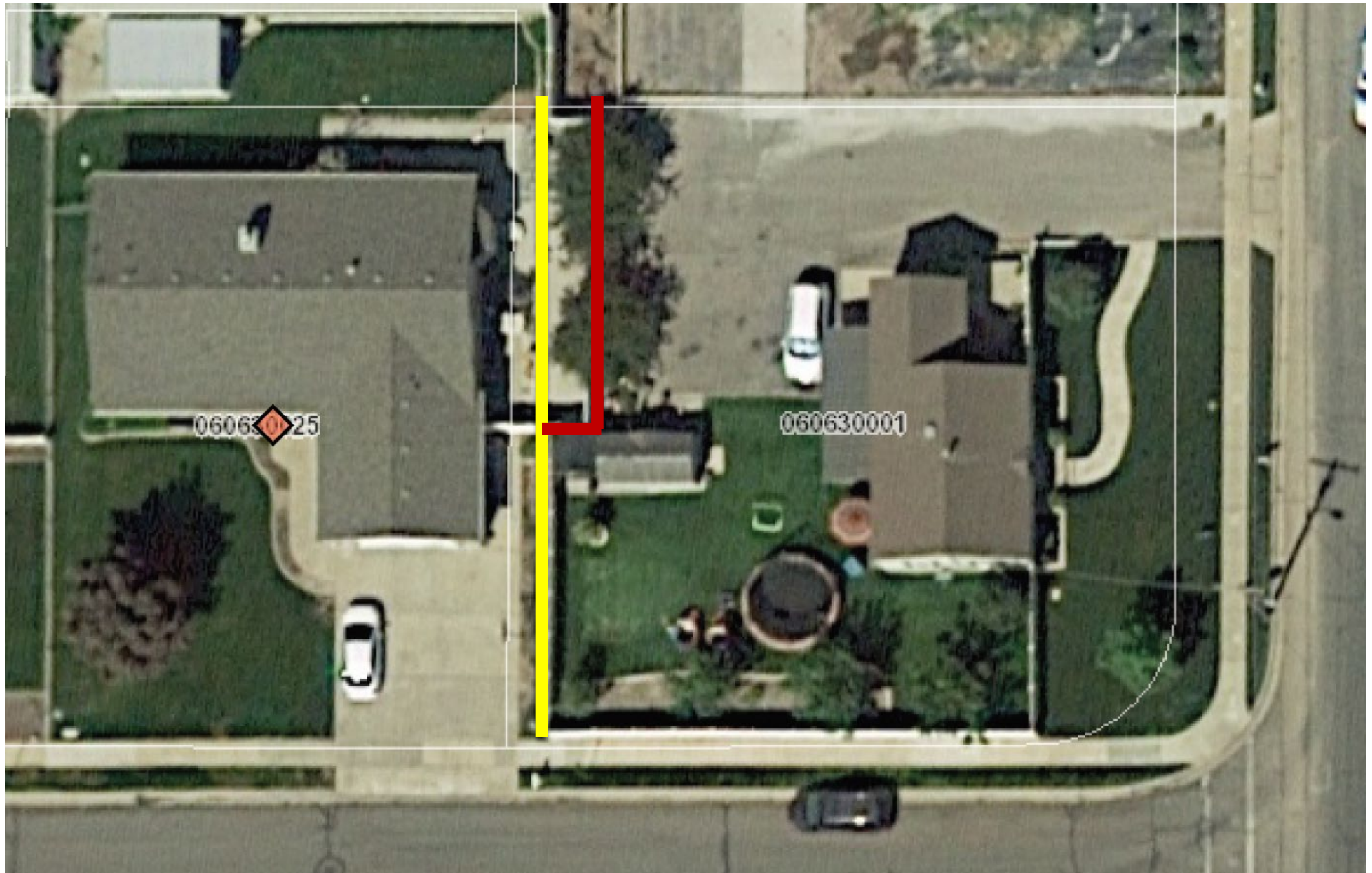
GORDON S. FLYGARE AND SUSAN ^{W.}/FLYGARE, husband and wife as
joint tenants with full rights of survivorship.

of WOODS CROSS, UTAH for the sum of grantee
VALUABLE CONSIDERATION AND TEN ----- DOLLARS,
the following described tract of land in DAVIS County,
State of Utah:

LOT 2, MARYAN ESTATES, A SUBDIVISION OF PART OF SECTION 25,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE
CITY OF WOODS CROSS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
IN THE OFFICE OF THE DAVIS COUNTY RECORDER. ALSO:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, AND RUNNING
THENCE SOUTH 89^48'15" WEST 80 FEET ALONG THE NORTH LINE OF SAID
LOT 2; THENCE NORTH 15.0 FEET; THENCE NORTH 89^48'15" EAST 80.0
FEET; THENCE SOUTH 15.0 FEET TO THE POINT OF BEGINNING.

06-063-0025

SUBJECT TO CURRENT GENERAL TAXES, EASEMENTS, RESTRICTIVE COVENANTS,
AND RIGHTS OF WAY OF RECORD.



060630025

060630001

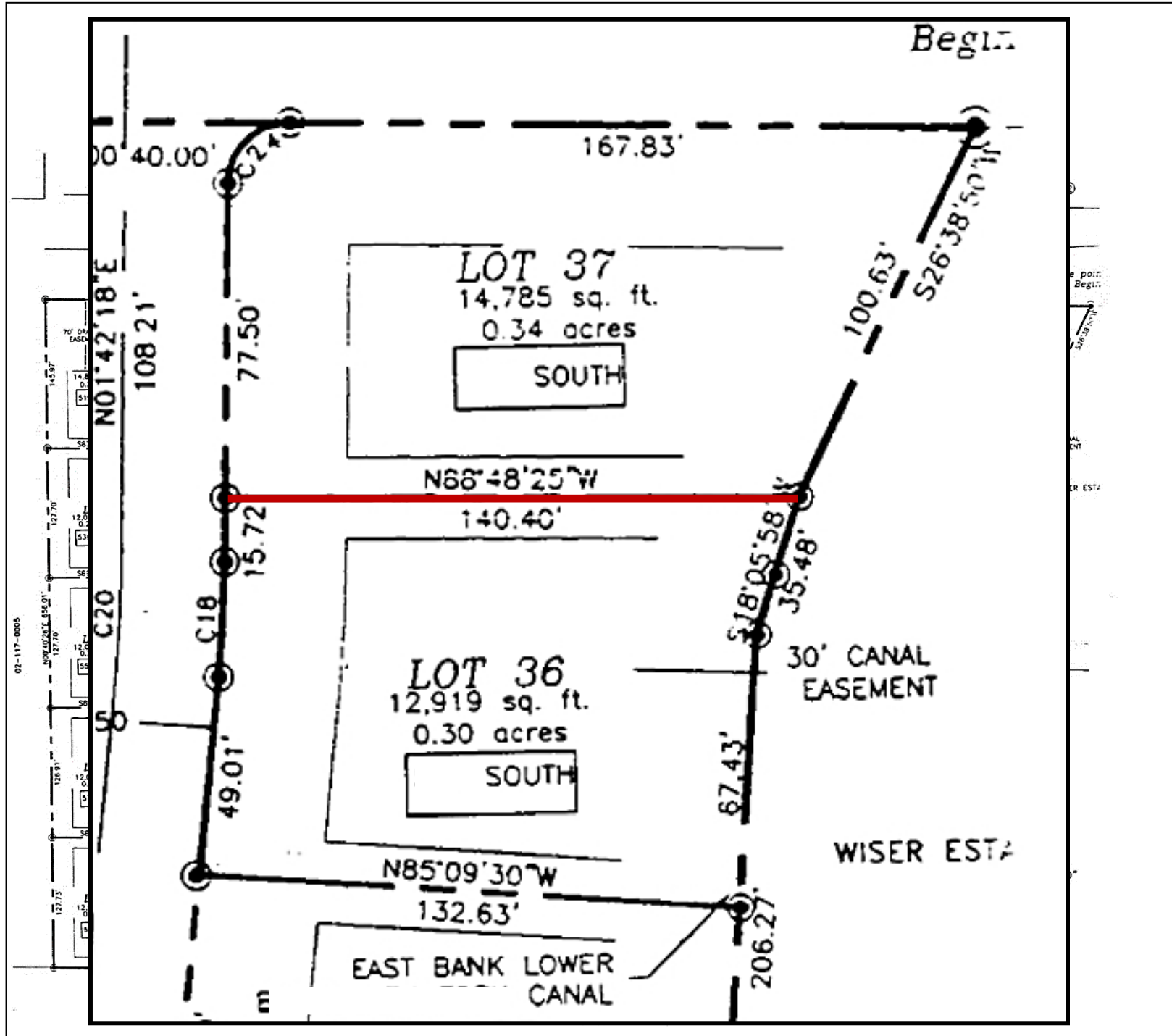


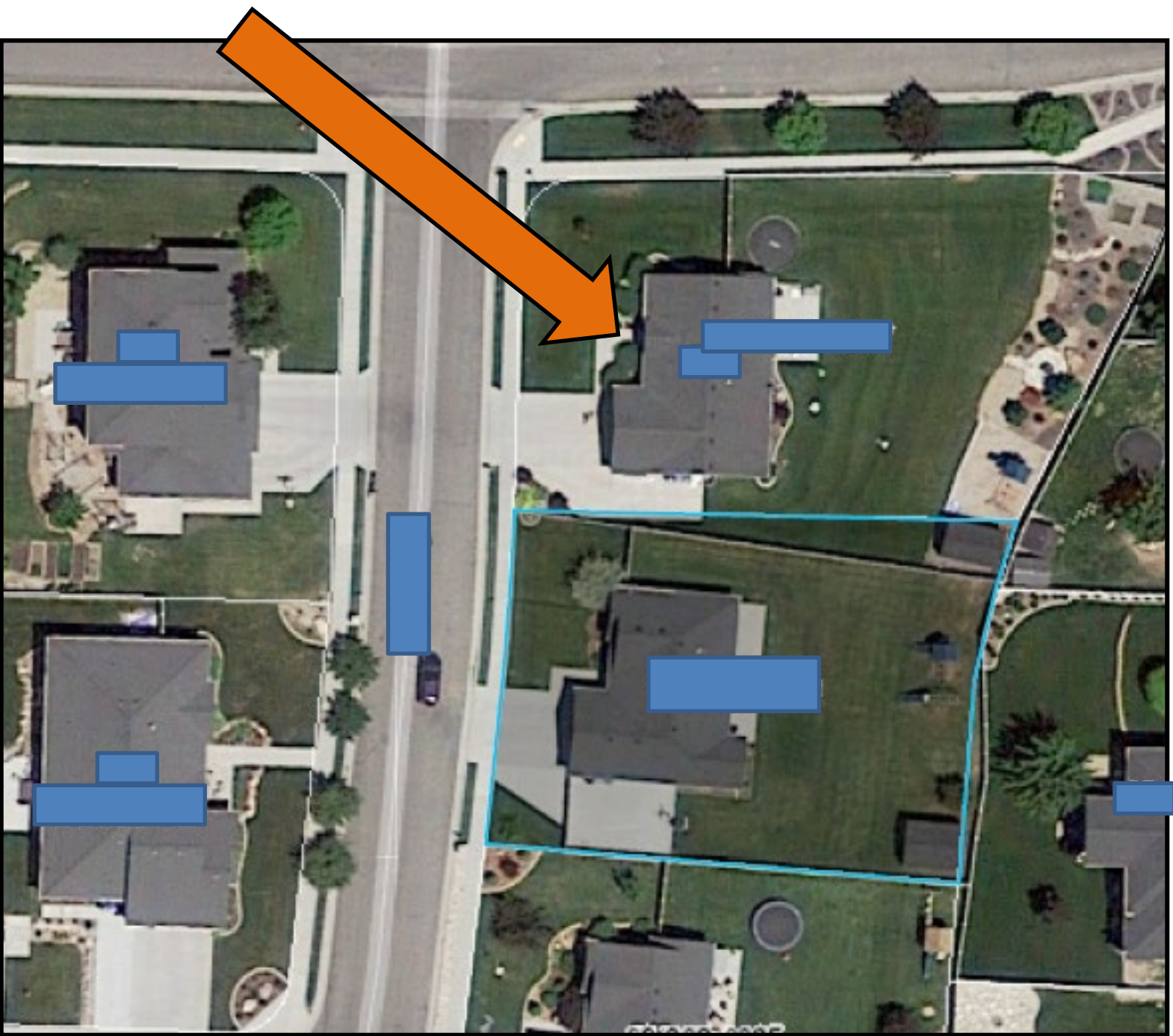
Almost 13 years later...

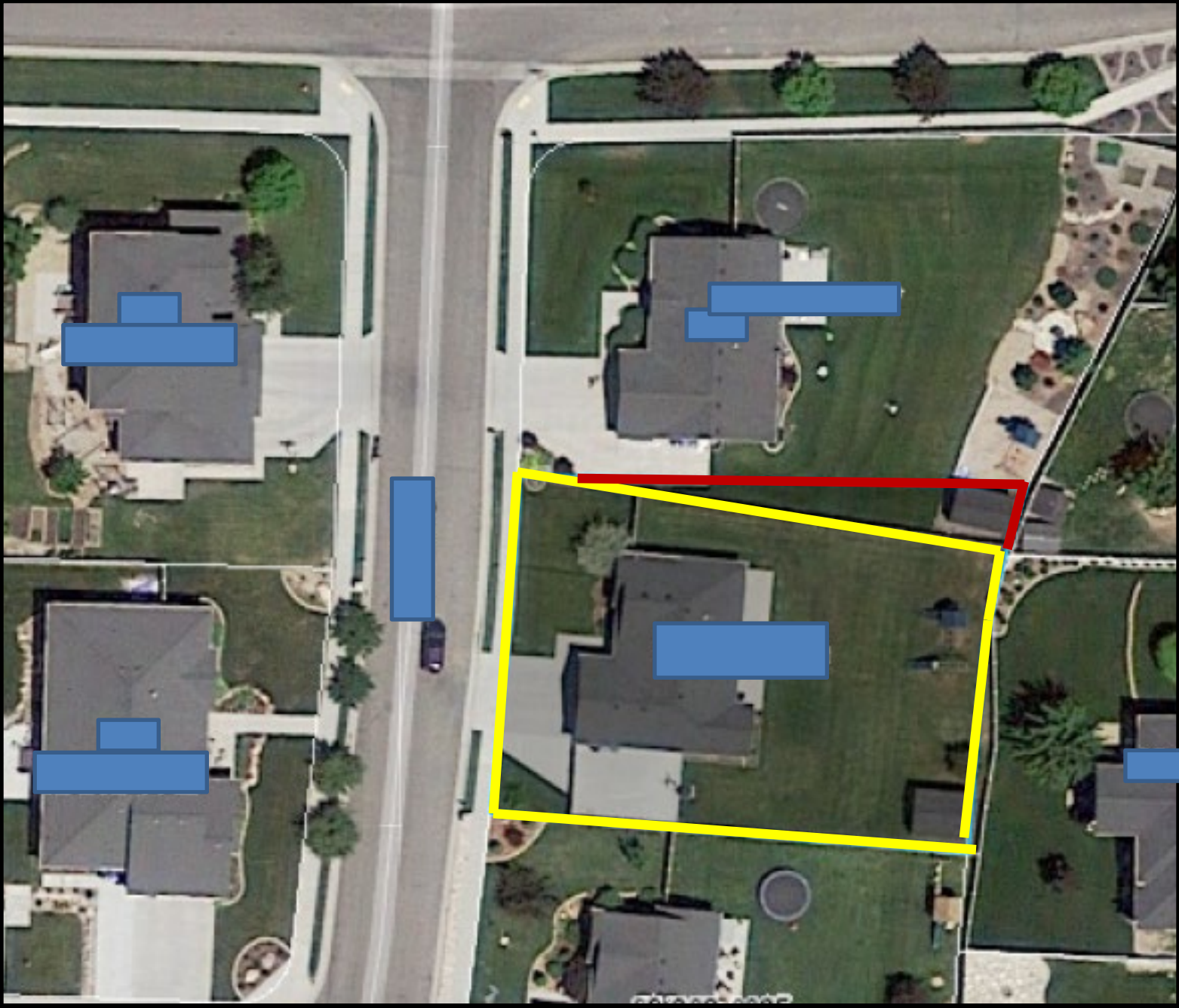
- A letter from the seller's attorney arrives...
 - Approximately 13 years ago a fence was constructed between the lots.
 - A portion of the fence is on the lot line
 - My client owns up to the legal lot line
 - My client is moving the fence in 2 weeks
 - You have 12 days to respond



The fence is wrong #2











How could this Happen?

- Take the contractor's word
- Not surveyors
- Not in real estate
- Not in lending/appraisal
- Not in the title business
- Don't know about overhead maps



In defense of the encroaching neighbor

- They aren't the original owner
 - Home built in 2006
 - Bought property 2012
- They didn't put up the fence



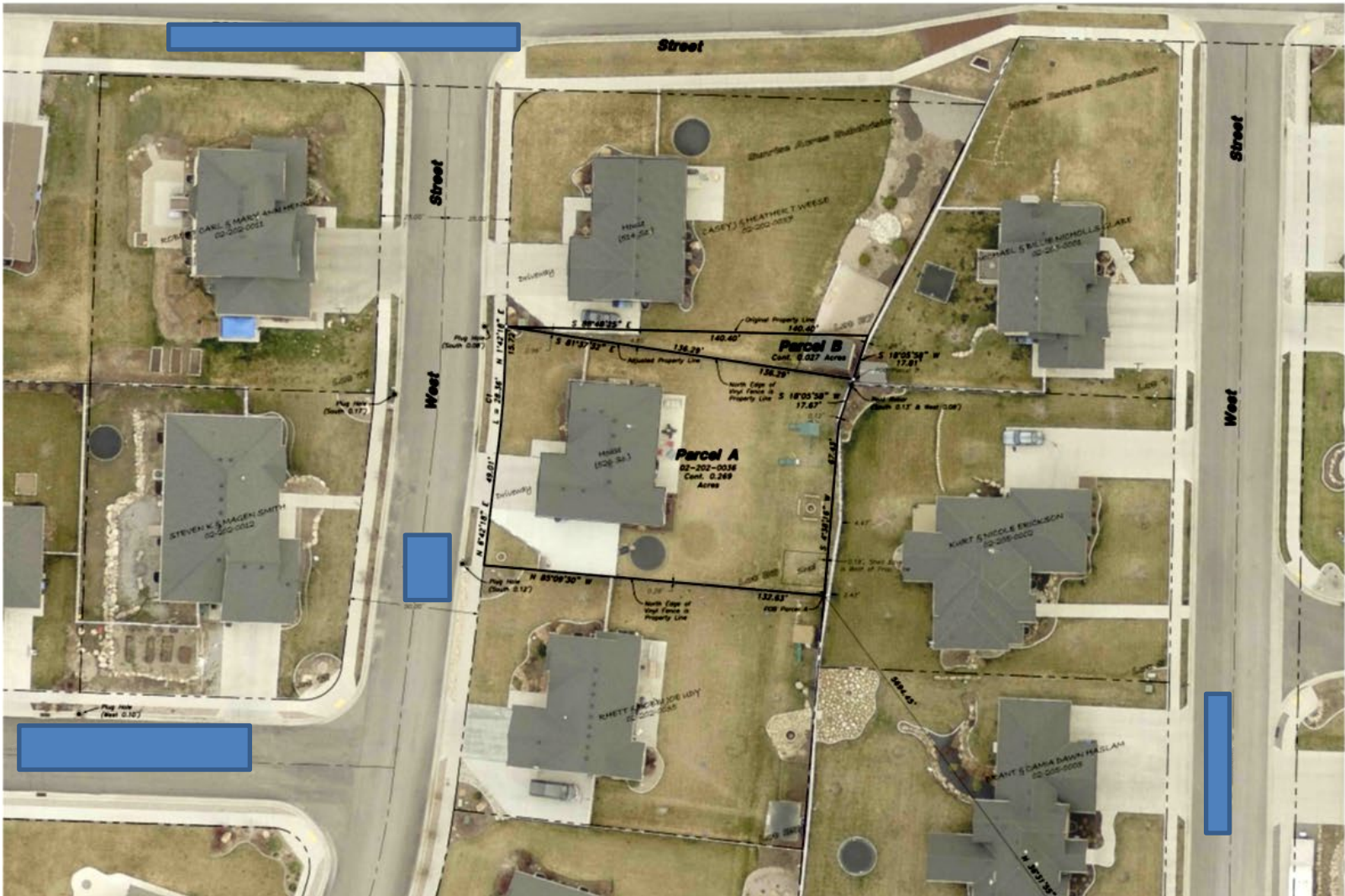
LEGEND
 — Primary Boundary Line
 - - - Secondary Boundary Line
 - - - Other Property Line
 - - - Fence Line

Section Corner
 Found Survey Point
 Set 5/8" by 24" Rebar With Cap

C1
 $\Delta = 5'00''00''$
 $R = 325.00''$
 $L = 28.35''$
 $LC = 28.35''$
 $N 4'12'18'' E$

NARRATIVE

The purpose of this survey was to correct an area where a fence line was built in the wrong location. The survey was ordered by Kimberly Currier for Christina Davis. The control used to establish the property corners was the existing Cache County and Sunrise Acres Subdivision survey monumentation located in the Northwest Quarter of Section 15, Township 11 North, Range 1 East, Salt Lake Base & Meridian. The angle of bearing to the South line of the Southwest Quarter of Section 14, said Township and Range, which bears South 88°37'25" West Localized bearings and related 0°13'20" from Utah North, State Plane, NAD83 Bearing.



Parcel A
 SURVEYED BOUNDARY

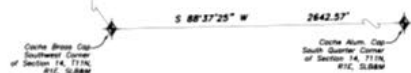
A Part of Lot 36, Sunrise Acres Subdivision, Entry #885,146 and Located in the Northwest Quarter of Section 15, Township 11 North, Range 1 East of the Salt Lake Base and Meridian.

Beginning of the Southeast Corner of said Lot 36 and Running Thence Along the Perimeter of said Lot 36 the Following Four (4) Courses: (1) North 85°09'30" West 132.63 Feet; (2) North 08°42'18" East 48.01 Feet; (3) Northerly Along the Arc of a 325.00 Foot Radius Curve to the Left on Arc Length of 28.36 Feet, Long Chord Bears North 04°12'18" East 28.35 Feet; (4) North 01°42'18" East 15.72 Feet to the North Edge of a Vinyl Fence; Thence South 81°37'32" East 136.29 Feet Along said North Fence Edge to the Intersection with the East Line of said Lot 36; Thence Along the Perimeter of said Lot 36 the Following Two (2) Courses: South 18°05'38" West 17.67 Feet; (2) South 04°38'16" West 67.43 Feet to the Point of Beginning. Containing 0.269 Acres.

Parcel B
 SURVEYED BOUNDARY

A Part of Lot 36, Sunrise Acres Subdivision, Entry #885,146 and Located in the Northwest Quarter of Section 15, Township 11 North, Range 1 East of the Salt Lake Base and Meridian.

Beginning 67.43 Feet North 04°38'16" East and 17.67 Feet North 18°05'38" East of the Southeast Corner of said Lot 36 and Running Thence North 81°37'32" West 136.29 Feet Along the North Edge of a Vinyl Fence to the Northwest Corner of said Lot 36; Thence Along the Perimeter of said Lot 36 the Following Two (2) Courses: (1) South 88°48'25" East 140.40 Feet; (2) South 18°05'38" West 17.67 Feet to the Point of Beginning. Containing 0.027 Acres.



SURVEY CERTIFICATE

I, Clinton G. Hansen, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 7881387 as prescribed by the Laws of the State of Utah, and that I have made and/or Supervised the survey of the property shown and described herein and that this plot is a true and correct representation of said survey to the best of my knowledge and belief.



Date

No.	Date	By	Revision

ADVANCED LAND SURVEYING INC.
 1770 Research Park Way Fin
 Provo, Utah 84601
 (p) 435-770-1845, (f) 435-771-9889
 www.advlandsurvey.com

Property Survey for
 [Redacted]
 Providence, Cache County, Utah
 A Part of the Northwest Quarter of Section 15,
 Township 11 North, Range 1 East, S.L.B.M.

Job Number:	18-145
Drawn By:	COH
Date:	5/10/18
Scale:	1"=200'
File:	18-145.DWG





Scale: 1" = 20'
Scale in Feet

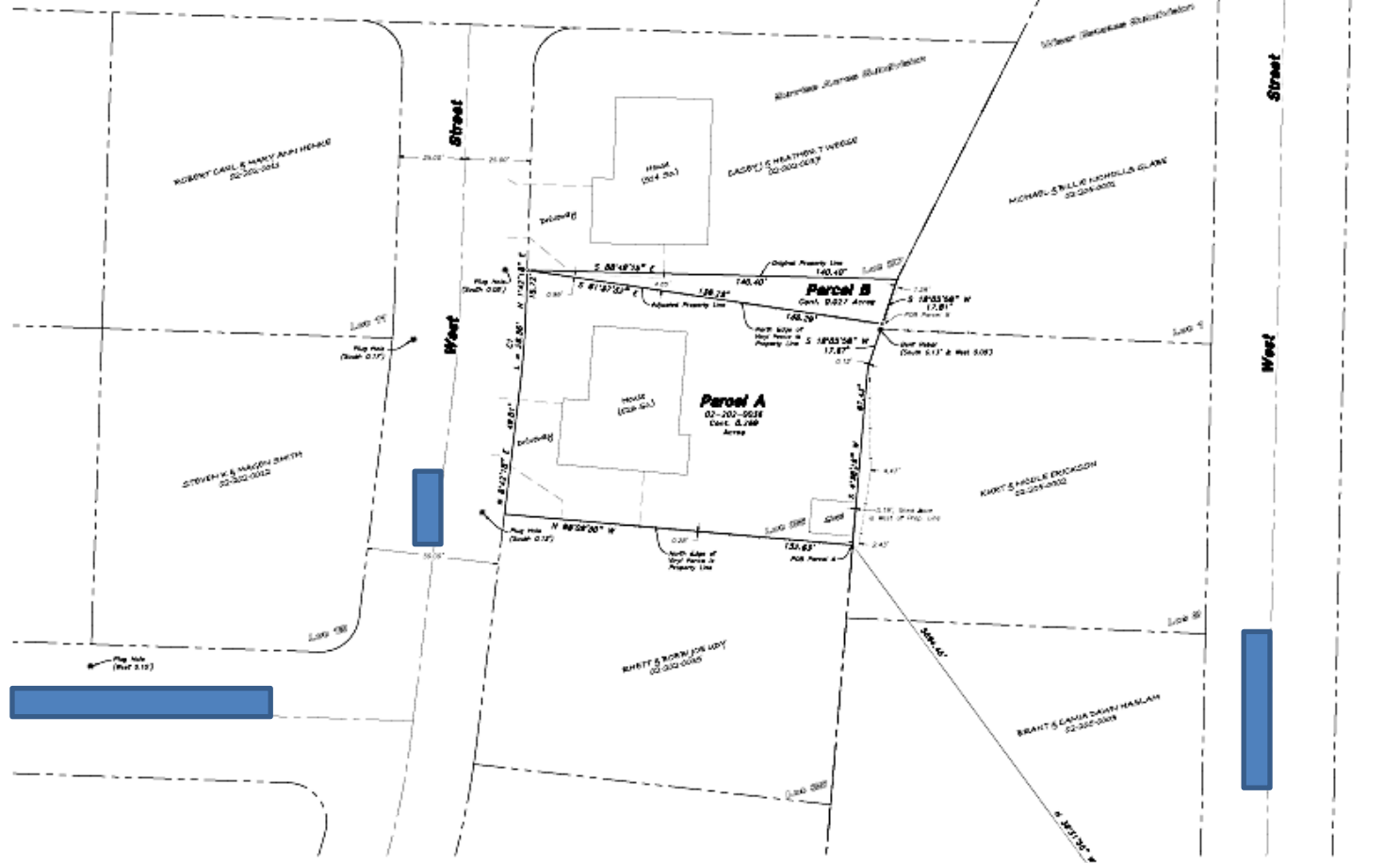
- LEGEND**
- Primary Boundary Line
 - Secondary Boundary Line
 - Other property Line
 - Fence Line
 - Section Corner
 - Found Survey Mark
 - Set 5/8" by 24" Rebar with Cap

NARRATIVE

The purpose of this survey was to correct an error where a fence line was built in the wrong location. The survey was ordered by Kinross Energy for Creative Design. The official used to establish the property corners was the existing Clarke County road survey done by Johnathan Gunnay (instrument located in the Northeast Quarter of Section 15, Township 11 North, Range 1 East, 5th Lane West & adjacent). The stake of bearing to the South line of the Southeast Quarter of Section 14, said Township and Range, which bears South 89°37'23" West localized bearing and distance of 15.205' from station North, 5th Lane, NESE 1/2 Section.

CI
 A = 3700.00'
 B = 323.00'
 C = 28.46'
 LE = 38.50'
 H = 412.18' ±

500 South Street



Parcel A
SURVEYED BOUNDARY

A Part of lot 36, Sunrise Acres Subdivision, Entry #885,146 and located in the Northeast Quarter of Section 15, Township 11 North, Range 1 East of the 5th Lane West and adjacent.

Beginning at the Southeast Corner of said lot 36 and running thence along the Perimeter of said lot 36 the following four (4) Courses: (1) North 83°09'20" West 152.83 Feet; (2) North 58°42'18" East 49.51 Feet; (3) Northway along the arc of a 323.00 Foot Radius Curve to the left on arc length of 28.38 Feet Long Chord Bears North 54°12'18" East 28.33 Feet; (4) North 01°42'14" East 15.72 Feet to the North Edge of a 190' Fence; thence South 87°02'12" East 126.78 Feet along said fence edge to the intersection with the East Line of said lot 36; thence along the Perimeter of said lot 36 the following two (2) Courses: South 18°03'50" West 12.87 Feet; (2) South 04°28'14" West 87.48 Feet to the Point of Beginning, containing 0.289 acres.

Parcel B
SURVEYED BOUNDARY

A Part of lot 36, Sunrise Acres Subdivision, Entry #885,146 and located in the Northeast Quarter of Section 15, Township 11 North, Range 1 East of the 5th Lane West and adjacent.

Beginning 87.48 Feet North 04°28'14" East and 12.87 Feet North 18°03'50" East to the Southeast Corner of said lot 36 and running thence North 81°27'32" West 138.29 Feet along the North Edge of a 190' Fence to the northwest corner of said lot 36; thence along the Perimeter of said lot 36 the following two (2) Courses: (1) South 88°48'23" East 148.40 Feet; (2) South 18°03'50" West 17.87 Feet to the Point of Beginning, containing 0.027 acres.

SURVEY CERTIFICATE

I, Oliver G. Hamman, do hereby certify that I am a Registered Land Surveyor, and that I and Certificate No. 2001087, as prescribed by the laws of the State of Ohio, and that I have made and/or supervised the survey of the property shown and described herein and that this plan is a true and correct representation of said survey to the best of my knowledge and belief.



Date _____

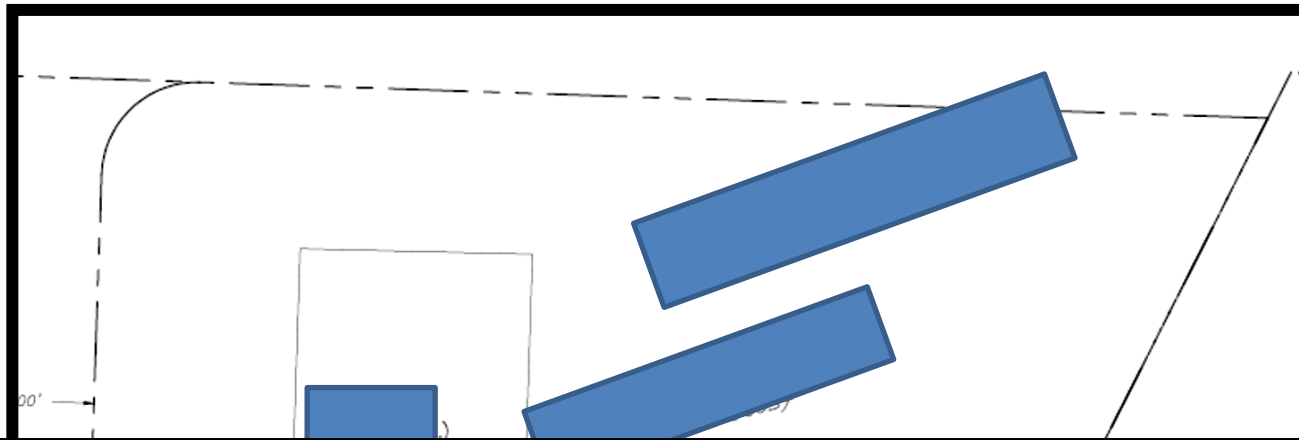
No.	Date	By

ADVANCED LAND SURVEYING INC
 675 Research Park Way P.O.
 Columbus, Ohio 43240, OH
 (614) 487-9495 (F) 419-234-0841
 www.advancedls.com

Property Survey for

 Advanced Land Surveying, Inc.
 A Part of the Northeast Quarter of Section 15, Township 11 North, Range 1 East, S.C.B.M.

Job Number:	10-148
Drawing No.:	010
Scale:	1"=20'
Date:	10-16-2018



Parcel A

SURVEYED BOUNDARY

A Part of [redacted] Subdivision, Entry #885,146 and Located in the Northwest Quarter of Section 15, Township 11 North, Range 1 East of the Salt Lake Base and Meridian.

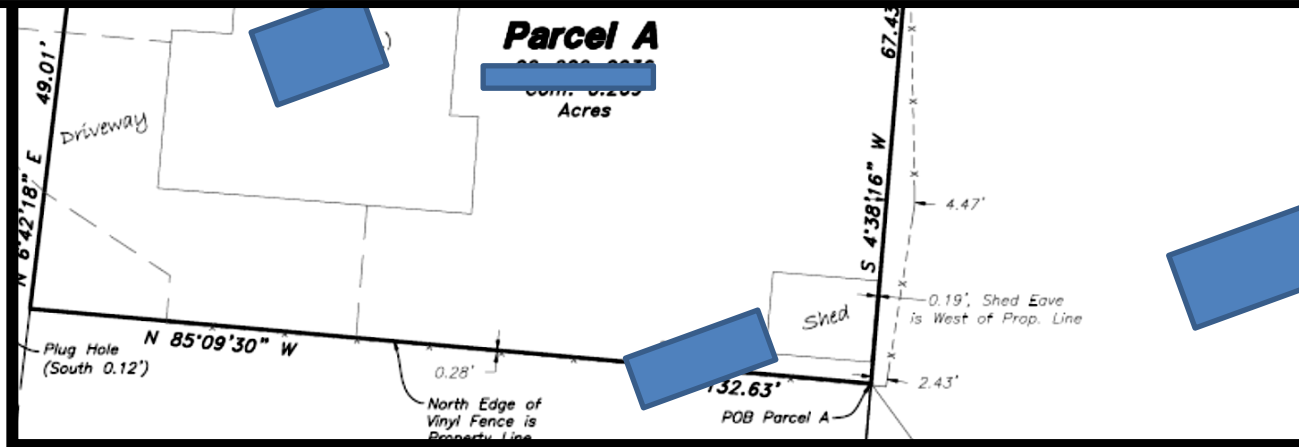
Beginning at the Southeast Corner of said Lot 36 and Running Thence Along the Perimeter of said Lot 36 the Following Four (4) Courses: (1) North 85°09'30" West 132.63 Feet; (2) North 06°42'18" East 49.01 Feet; (3) Northerly Along the Arc of a 325.00 Foot Radius Curve to the Left an Arc Length of 28.36 Feet, Long Chord Bears North 04°12'18" East 28.35 Feet; (4) North 01°42'18" East 15.72 Feet to the North Edge of a Vinyl Fence; Thence South 81°37'32" East 136.29 Feet Along said North Fence Edge to the Intersection with the East Line of said Lot 36; Thence Along the Perimeter of said Lot 36 the Following Two (2) Courses: South 18°05'58" West 17.67 Feet; (2) South 04°38'16" West 67.43 Feet to the Point of Beginning. Containing 0.269 Acres.

Parcel B

SURVEYED BOUNDARY

A Part of [redacted] Subdivision, Entry #885,146 and Located in the Northwest Quarter of Section 15, Township 11 North, Range 1 East of the Salt Lake Base and Meridian.

Beginning 67.43 Feet North 04°38'16" East and 17.67 Feet North 18°05'58" East of the Southeast Corner of said Lot 36 and Running Thence North 81°37'32" West 136.29 Feet Along the North Edge of a Vinyl Fence to the Northwest Corner of said Lot 36; Thence Along the Perimeter of said Lot 36 the Following Two (2) Courses: (1) South 88°48'25" East 140.40 Feet; (2) South 18°05'58" West 17.67 Feet to the Point of Beginning. Containing 0.027 Acres.



When Recorded Send to:

[REDACTED]

[REDACTED]

Boundary Line Agreement (FENCE LINE)

THIS AGREEMENT, made and executed this [REDACTED] by and between [REDACTED]
[REDACTED], hereinafter
referred to as the Party of the First Part and (Owner of Parcel 1); and [REDACTED]
[REDACTED] herein referred to as the Parties of the Second Part (Owner

Pursuant to the foregoing stipulations and for the value received, the receipt of which is acknowledged,

[REDACTED]
Party of the First Part, hereby remise, releases and forever quit claims to the aforesaid parties of the Second
Part, [REDACTED], any and all title
and interest which she may have in and to all lands in the possession of each of said Parties of the Second
Part, adjoining and adjacent to said fence lines above described; and, for value received, the receipt of
which is hereby acknowledged, the said Parties of the Second Part [REDACTED]
[REDACTED] hereby remise, release and forever quit claim [REDACTED]
[REDACTED], Parties of the
First Part, herein above described.

Pursuant to the foregoing stipulations and for the value received, the receipt of which is acknowledged,

[REDACTED]
Party of the First Part, hereby remise, releases and forever quit claims to the aforesaid parties of the Second
Part, [REDACTED] any and all title
and interest which she may have in and to all lands in the possession of each of said Parties of the Second
Part, adjoining and adjacent to said fence lines above described; and, for value received, the receipt of
which is hereby acknowledged, the said Parties of the Second Part [REDACTED]
[REDACTED] hereby remise, release and forever quit claim [REDACTED]
[REDACTED], Parties of the
First Part, herein above described.

Exhibit "A"

Legal Description for Parcel 1:

[REDACTED] Entry #885,146 and Located in the Northwest Quarter of Section 15, Township 11 North, Range 1 East of the Salt Lake Base and Meridian.

Beginning at the Southeast Corner of said Lot 36 and Running Thence Along the Perimeter of said Lot 36 the Following Four (4) Courses: (1) North 85°09'30" West 132.63 Feet; (2) North 06°42'18" East 49.01 Feet; (3) Northerly Along the Arc of a 325.00 Foot Radius Curve to the Left an Arc Length of 28.36 Feet, Long Chord Bears North 04°12'18" East 28.35 Feet; (4) North 01°42'18" East 15.72 Feet to the North Edge of a Vinyl Fence; Thence South 81°37'32" East 136.29 Feet Along said North Fence Edge to the Intersection with the East Line of said Lot 36; Thence Along the Perimeter of said Lot 36 the Following Two (2) Courses: South 18°05'58" West 17.67 Feet; (2) South 04°38'16" West 67.43 Feet to the Point of Beginning. Containing 0.269 Acres.

Legal Description for Parcel 2:

[REDACTED] according to the official plat as recorded March 10, 2005 as entry number 885146 in the office of the Recorder [REDACTED] County, Utah

Together with:

[REDACTED] Entry #885146 and Located in the Northwest Quarter of Section 15, Township 11 North, Range 1 East of the Salt Lake Base and Meridian.

Beginning 67.43 Feet North 04°38'16" East and 17.67 Feet North 18°05'58" East of the Southeast Corner of said Lot 36 and Running Thence North 81°37'32" West 136.29 Feet Along the North Edge of a Vinyl Fence to the Northwest Corner of said Lot 36; Thence Along the Perimeter of said Lot 36 the Following Two (2) Courses: (1) South 88°48'25" East 140.40 Feet; (2) South 18°05'58" West 17.67 Feet to the Point of Beginning. Containing 0.027 Acres.

[REDACTED]

Attached the survey, but you can't actually read them when recorded as attachments...

Parcel A
SURVEYED BOUNDARY

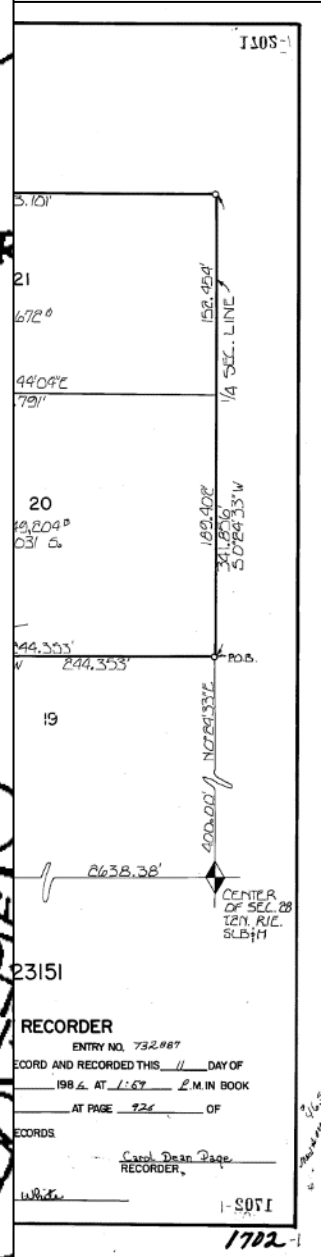
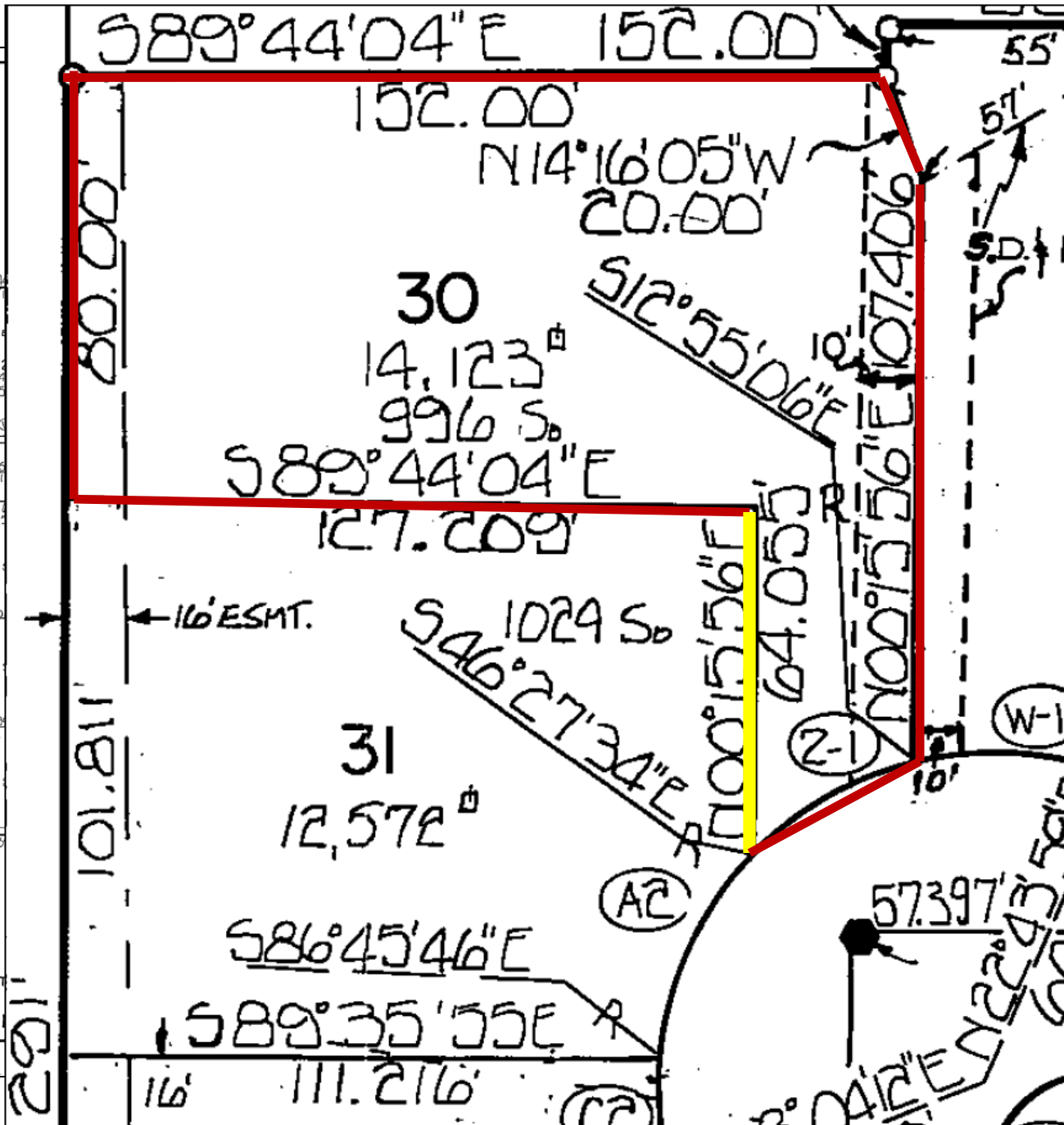
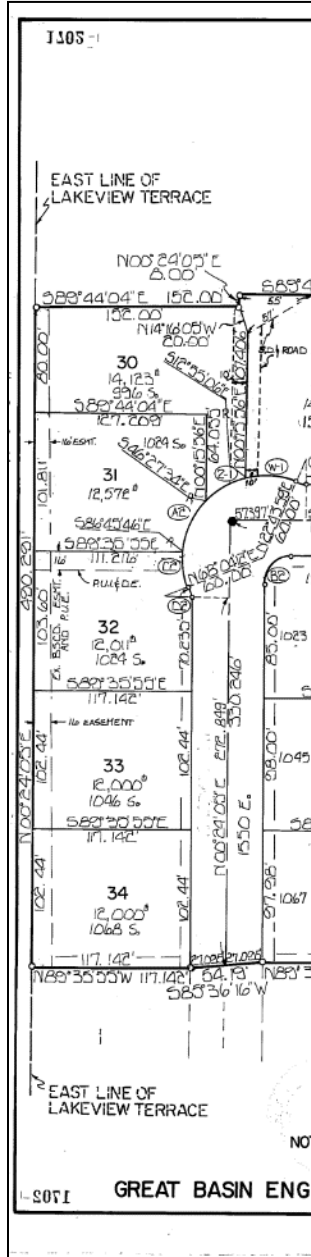
[REDACTED] and Located in the Northwest Quarter of Section 15, Township 11 North, Range 1 East of the Salt Lake Base and Meridian.

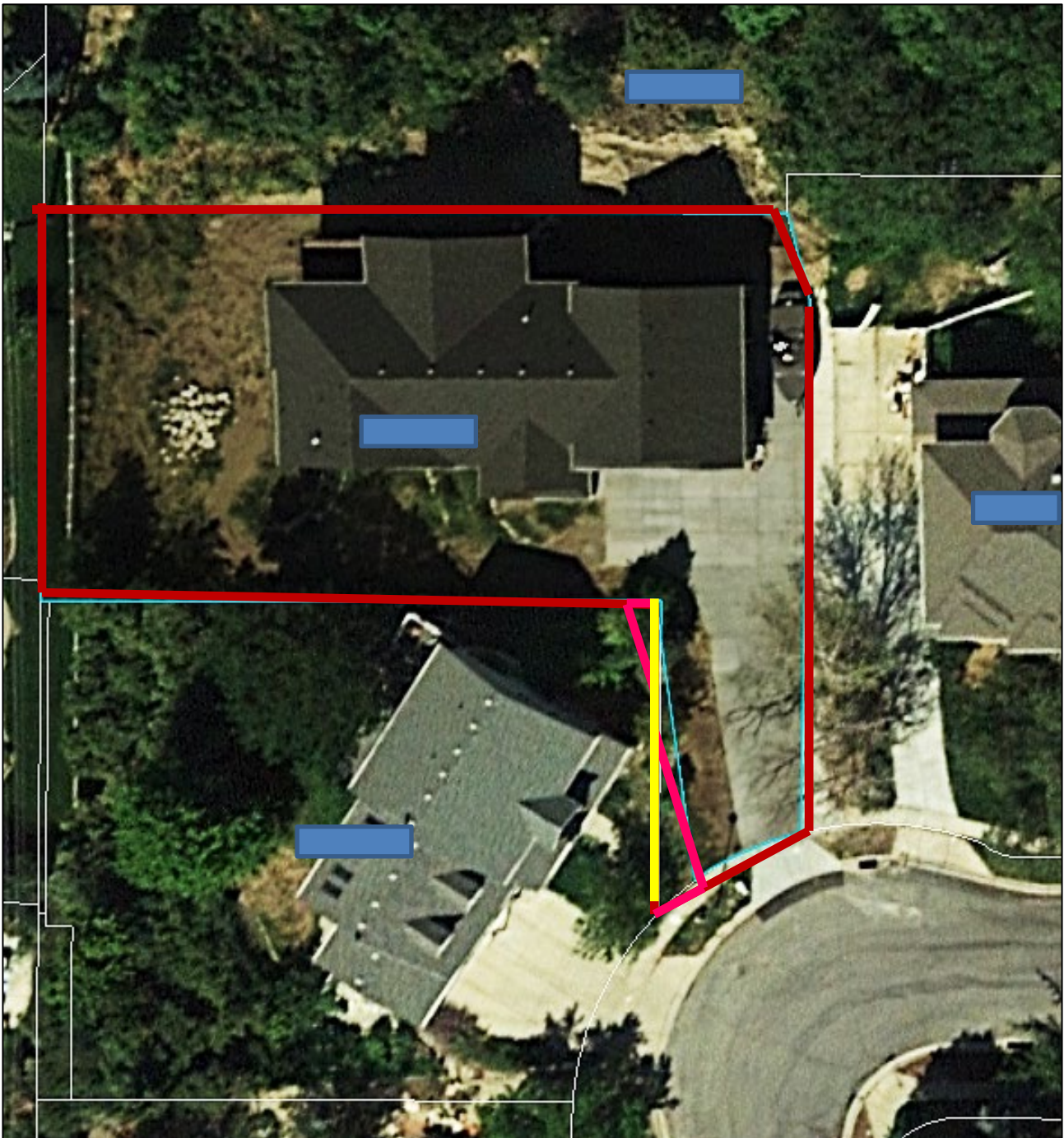
Beginning at the Southeast Corner of said Lot 35 and Running Thence Along the Perimeter of said Lot 35 the Following Four (4) Courses: (1) North $85^{\circ}09'30''$ West 132.63 Feet; (2) North $06^{\circ}42'18''$ East 49.01 Feet; (3) Northerly Along the Arc of a 325.00 Foot Radius Curve to the Left on Arc Length of 28.36 Feet, Long Chord Bears North $04^{\circ}12'18''$ East 28.35 Feet; (4) North $01^{\circ}42'18''$ East 15.72 Feet to the North Edge of a Vinyl Fence; Thence South $81^{\circ}37'32''$ East 156.39 Feet Along said North Fence Edge to the Intersection with the East Line of said Lot 36; Thence Along the Perimeter of said Lot 36 the Following Two (2) Courses: South $18^{\circ}05'58''$ West 17.67 Feet; (2) South $04^{\circ}38'18''$ West 57.43 Feet to the Point of Beginning. Containing 0.269 Acres.



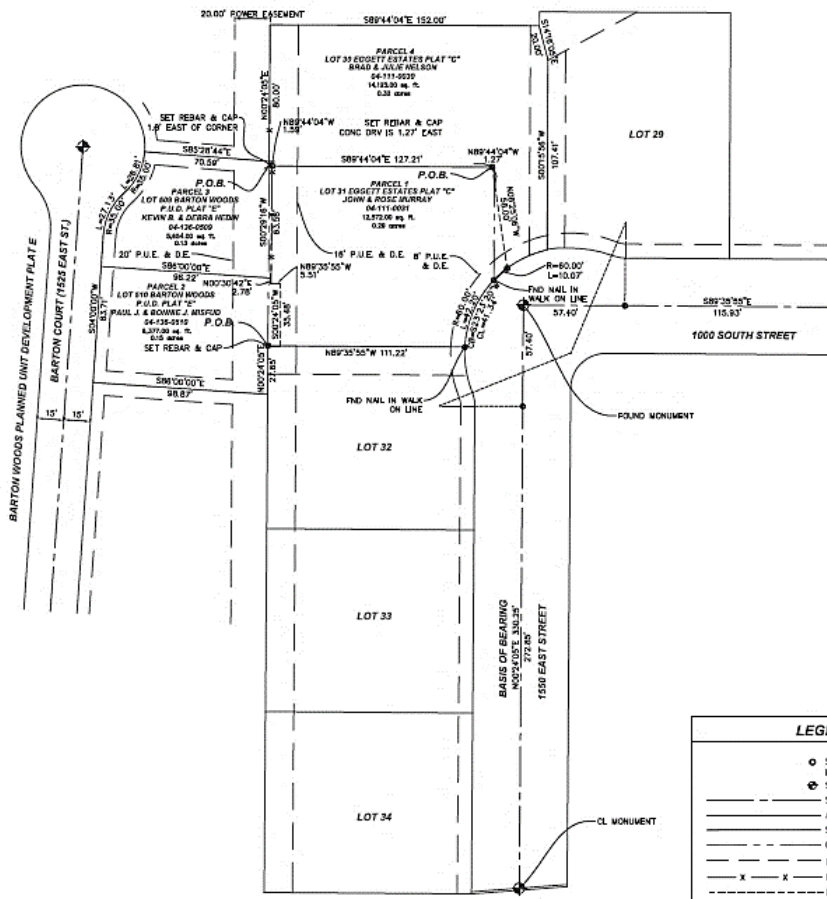
What did they forget?

- City Approval
- Combine parcels for North neighbor
- Residential tax exemption?





**BOUNDARY LINE AGREEMENT SURVEY FOR JOHN & ROSE MURRAY
EGGETT ESTATES PLAT "C" - LOT 31
LOCATED IN NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH
NOVEMBER 2018**



NARRATIVE:

LAYTON SURVEYS WAS CONTRACTED BY JOHN & ROSE MURRAY TO PERFORM A SURVEY OF THE SUBJECT LOT 31 OF EGGETT ESTATES PLAT "C" FOR THE PURPOSE OF LOCATING THE BOUNDARY LINE ON THE GROUND. THE SURVEY FROM HEREON HAVE RECORDED DESCRIPTIONS OF OCCUPATION LINES FOR OCCUPANTS BOUNDARY LINE AGREEMENTS TO MATCH EXISTING CONDITIONS ON THE GROUND.
THE BOUNDARY OF BEARING N 10°04'00" EAST FROM MONUMENT BOUNDARY HEREON.
SURVEY COMPLETED: 8 NOVEMBER 2018
EVIDENCE FOR THIS SURVEY WAS TAKEN FROM RECORDED DEEDS, RECORDS OF SURVEYS, PLATS AND PHYSICAL EVIDENCE OBTAINED IN THE FIELD. ALL EVIDENCE HAS BEEN CONSIDERED IN THE ESTABLISHMENT OF THE BOUNDARY AS SHOWN HEREON.

DEED DESCRIPTION PARCEL 04-111-0031:

ALL OF LOT 31 ACCORDING TO THE OFFICIAL "EGGETT ESTATES PLAT "C" ON FILE IN THE DAVIS COUNTY RECORDER'S OFFICE.
CONTAINS 0.29 ACRES

DEED DESCRIPTION PARCEL 04-111-0030:

ALL OF LOT 30 ACCORDING TO THE OFFICIAL "EGGETT ESTATES PLAT "C" ON FILE IN THE DAVIS COUNTY RECORDER'S OFFICE.
CONTAINS 0.32 ACRES

DEED DESCRIPTION PARCEL 04-136-0510:

ALL OF LOT 310 ACCORDING TO THE OFFICIAL "BARTON WOODS PLUD PLAT "C" ON FILE IN THE DAVIS COUNTY RECORDER'S OFFICE.
CONTAINS 0.15 ACRES

DEED DESCRIPTION PARCEL 04-136-0509:

ALL OF LOT 309 ACCORDING TO THE OFFICIAL "BARTON WOODS PLUD PLAT "C" ON FILE IN THE DAVIS COUNTY RECORDER'S OFFICE.
CONTAINS 0.13 ACRES

PARCEL 1 & 2 BOUNDARY LINE DESCRIPTION

BEARING AT A POINT WHICH IS SOUTH 89°37'33" EAST 7.00 FEET FROM THE SOUTHWEST CORNER OF PARCEL 2, BEARING NORTH 07°04'00" EAST 61.48 FEET, BEARING NORTH 89°37'33" WEST 8.31 FEET TO THE END AND CENTERLINE OF AN EXISTING ROAD, BEARING NORTH 87°04'00" EAST 3.78 FEET ALONG SAID BOUNDARY LINE TO THE POINT OF TERMINATION, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 1.

PARCEL 1 & 3 BOUNDARY LINE DESCRIPTION

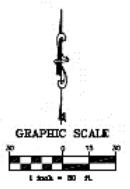
BEARING AT A POINT WHICH IS SOUTH 89°37'33" EAST 1.90 FEET FROM THE NORTHEAST CORNER OF PARCEL 1, BEARING SOUTH 07°04'00" WEST 61.48 FEET ALONG AN EXISTING ROAD LINE TO THE POINT OF TERMINATION, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL 3.

PARCEL 1 & 4 BOUNDARY LINE DESCRIPTION

BEARING AT A POINT WHICH IS NORTH 89°37'33" WEST 1.07 FEET WEST OF THE NORTHEAST CORNER OF PARCEL 2, BEARING SOUTH 07°04'00" EAST 61.60 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF A STREET AND A 500-FOOT-PIECE FOOT PARALLEL CURVE TO THE LEFT HAVING A LENGTH OF 10.07 (CHORD BEARS 50°34' 49'37" WEST 10.00 FEET) TO THE POINT OF TERMINATION.

LEGEND

- SET 2" REBAR & CAP MARKED LAYTON SURVEYS
- ⊕ SURVEY MONUMENT
- STREET CENTERLINE
- ADJACENT PARCEL
- SUBJECT PARCEL
- ORIGINAL LOT LINE
- PUBLIC UTILITY EASEMENT
- x-x- EX. FENCE LINE
- - - - - NEW LOT LINE



SURVEYOR'S CERTIFICATE:

I, KEVIN P. LONG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HAVE PERSONALLY MADE AS PROVIDED UNDER THE LAWS OF THE STATE OF UTAH, I PERSONALLY CONDUCTED A SURVEY AND HAVE MADE A CORRECT AND ACCURATE BOUNDARY LINE SURVEY AND I HEREBY CERTIFY THAT THE SURVEY IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

KEVIN P. LONG
LS 190633



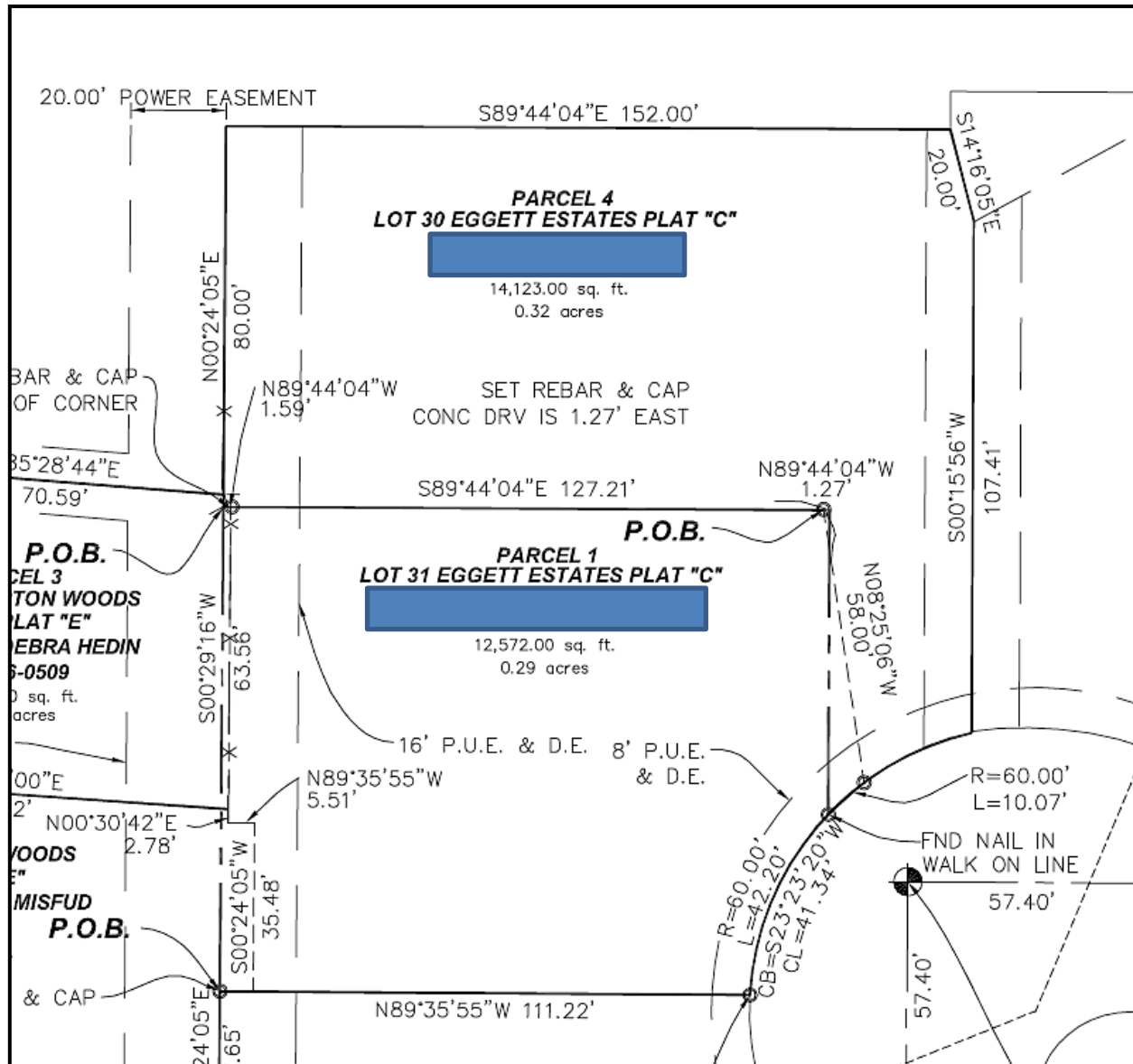
DATE OF SURVEY

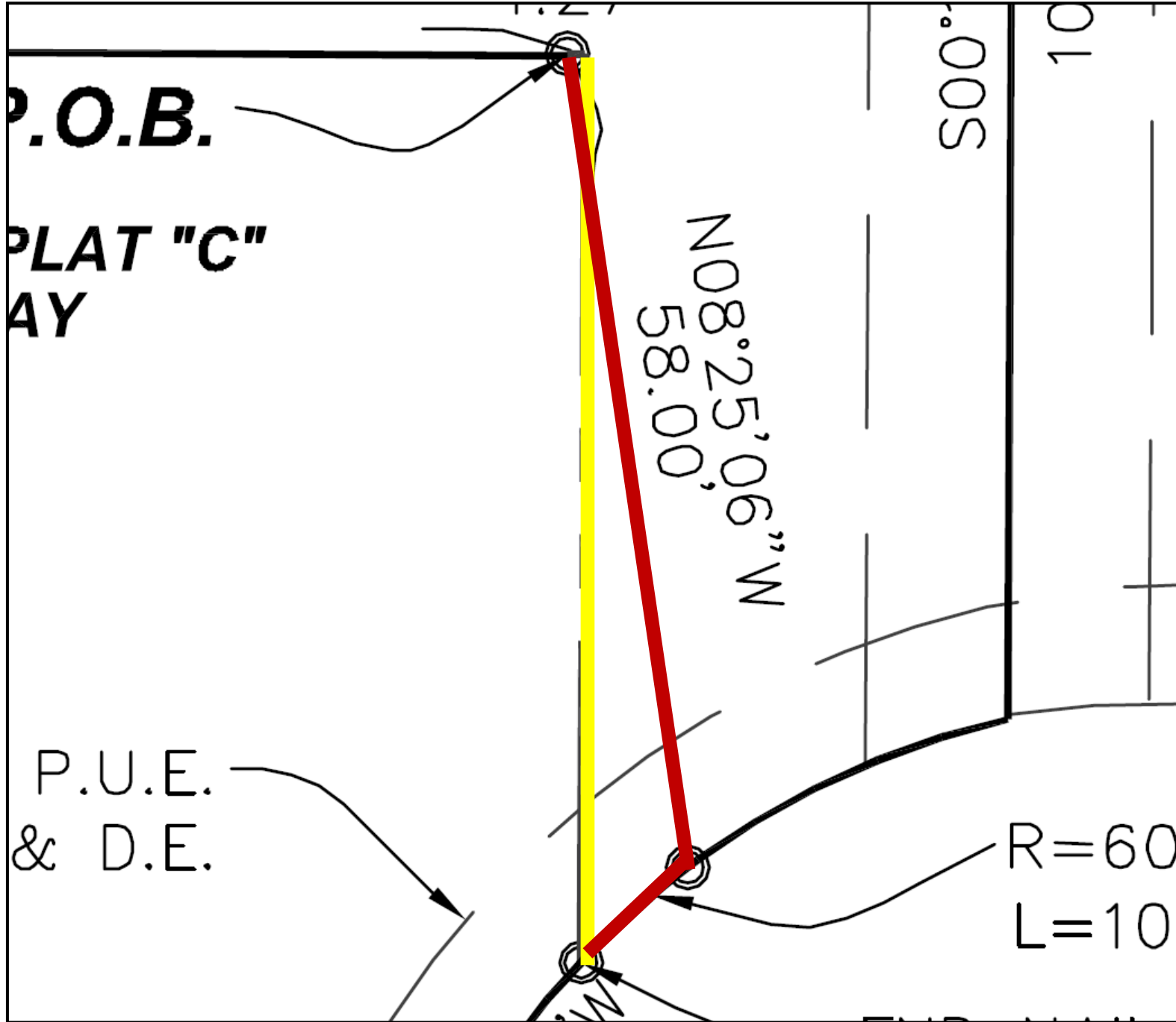
LAYTON SURVEYS
Professional Land Surveying
(801) 698-5997 www.gpsdatacapture@aol.com
1812 West 2575 South
Syracuse, UT 84075

RECORD OF SURVEY
1012 SOUTH 1550 EAST
Bountiful City, Utah, Davis County

Surveyed By: Kevin Long
Scale: 1"=30'
Date: September 2018

Prepared For: John Murray
Job No: 2018-54
Drawing: John Murray.dwg
Sheet: 1 of 1





Recorded BLA

27

[REDACTED]

BOUNDARY LINE AGREEMENT

STATE OF UTAH, DAVIS COUNTY

DAVIS COUNTY, UTAH RECORDER
02/28/2019 03:12 PM
FEE \$12.00 Post 2
DEP RT REC'D FOR ROSE MARIE MURRAY

WHEREAS, the undersigned are the owners of adjoining property in Bountiful City, Davis County, [REDACTED] Husband and Wife being the owners of that tract of land situate in the State of Utah, County of Davis, City of Bountiful [REDACTED] 84010, County parcel Num [REDACTED] Entry Number [REDACTED] dated 22 July 2014 which is described in that entry recorded in the Davis County registry, hereinafter referred to as "Parcel 4"; and

WHEREAS, the undersigned are the owners of adjoining property in Bountiful City, Davis County [REDACTED] Husband and Wife being the owners of that tract of land situate in the State of Utah, County of Davis, City of Bountiful at [REDACTED] Utah 84010, County parcel Numbe [REDACTED] dated 04 April 2012 which is described in that entry recorded in the Davis County registry, which is Lot 31, Eggett Estates Plat C, hereinafter referred to as "Parcel 1"; and

WHEREAS, the parties desire to establish a common line between them.

NOW, THEREFORE, in consideration of the mutual covenants herein stated and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed that the East line of Parcel One of which line borders the West line of "Parcel 4" shall be hereinafter designated as follows:

BEGINNING AT A POINT WHICH IS NORTH 89°44'04" WEST 1.27 FEET WEST OF THE NORTHEAST CORNER OF PARCEL 1, WHICH IS LOT 31 EGGETT ESTATES PLAT C; RUNNING THENCE SOUTH 08°25'06" EAST 58.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A STREET AND A NON-TANGENT 60 FOOT RADIUS CURVE TO THE LEFT HAVING A LENGTH OF 10.07 (CHORD BEARS: SOUTH 48°20'52" WEST 10.06 FEET) TO THE POINT OF TERMINATION.

The undersigned hereby agree for their heirs, successors, and assigns that said line herein above described shall constitute the boundary between the two properties.

IN WITNESS HEREOF, the parties have executed this agreement this on the dates set forth below.

Page 1 of 2

[REDACTED]

State of Utah)

:SS

County of Davis)

On this 26 day of FEB 2019, personally appeared before me

[REDACTED] Whose identity was proved to me on the basis of satisfactory evidence that [REDACTED] the signers of this agreement, who duly acknowledged to me that He/She executed the same.

Notary Public [REDACTED]

My commission expires [REDACTED]

[REDACTED]

State of Utah)

:SS

County of Davis)

On this 16 day of FEB 2019, personally appeared before me

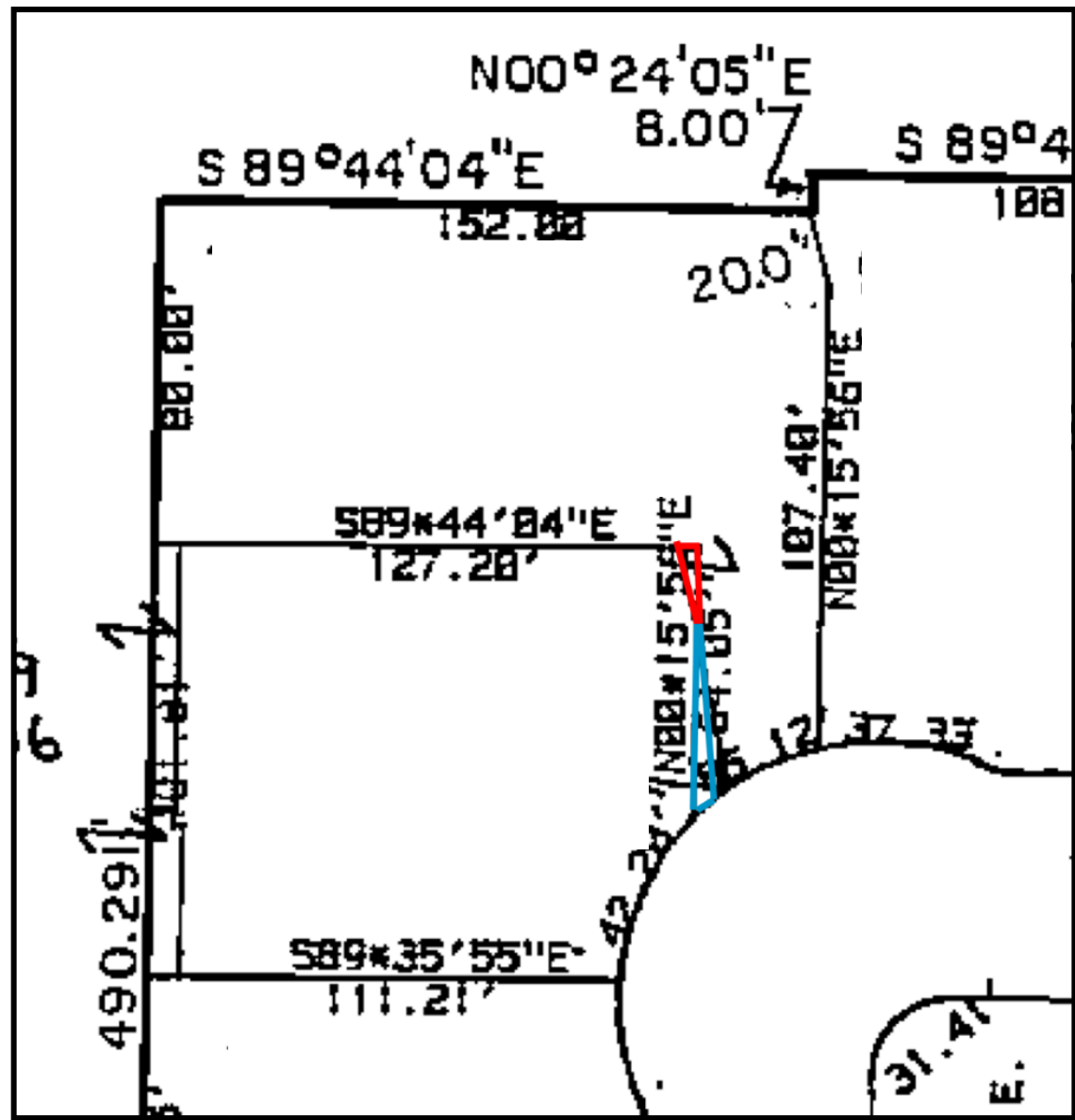
[REDACTED] Whose identity was proved to me on the basis of satisfactory evidence that [REDACTED] the signers of this agreement, who duly acknowledged to me that He/She executed the same.

Notary Public [REDACTED] (Stamp or Seal)

My commission [REDACTED]

Page 2 of 2

[REDACTED]



Unreleased HELOC

BK 5923 PG 30

BK 5923 PG 37

1. SECURED OBLIGATIONS AND CONVEYANCE.

1.1 Secured Obligations. This Deed of Trust is being made for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Lender may choose against certain real property located in the County of **Davis**, State of **UTAH**, commonly known as **1012 South 1550 East, Bountiful**, and more particularly described in Exhibit A attached hereto, together all existing and future easements and rights affording access to such real property (the "Property"):

(a) Payment and performance of all obligations at any time owing or to be performed under a certain Home Equity Credit Loan Agreement, (the "Agreement"), dated **12/20/13**. Lender has agreed to make "Advances" (as such term is defined in the Agreement) to Borrower under the terms of the Agreement, which Advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including interest thereon at a rate which may vary from time to time, and any other fees, charges, and other amounts which may be owing from time to time under the Agreement) shall not exceed **85,000.00**. That sum is referred to herein and in the Agreement as the "Credit Limit". If not paid earlier, on the "Final Payment Date" (as that term is defined in the Agreement), the entire indebtedness under the Agreement and the other "Loan Documents" (as such term is hereinafter defined), including all then outstanding principal, all then accrued but unpaid interest, and all then Late Fees, collection costs, and other amounts, shall be due and payable in full.

The Trustor(s) are

("Borrower(s)"),

COURTESY RECORDING
This document is being recorded solely as a

The Trustee is **First American Title Insurance Agency, ("Trustee")**
560 South 300 East
Salt Lake City, Utah 84111

The Beneficiary is **Utah First Federal Credit Union, ("Lender")**,
address is 200 E South Temple, Salt Lake City, Utah 84111.

1. SECURED OBLIGATIONS AND CONVEYANCE.

1.1 Secured Obligations. This Deed of Trust is being made for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Lender may choose against certain real property located in the County of **Davis**, State of **UTAH**, commonly known as **1012 South 1550 East, Bountiful**, and more particularly described in Exhibit A attached hereto, together all existing and future easements and rights affording access to such real property (the "Property"):

(a) Payment and performance of all obligations at any time owing or to be performed under a certain Home Equity Credit Loan Agreement, (the "Agreement"), dated **12/20/13**. Lender has agreed to make "Advances" (as such term is defined in the Agreement) to Borrower under the terms of the Agreement, which Advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including interest thereon at a rate which may vary from time to time, and any other fees, charges, and other amounts which may be owing from time to time under the Agreement) shall not exceed **85,000.00**. That sum is referred to herein and in the Agreement as the "Credit Limit". If not paid earlier, on the "Final Payment Date" (as that term is defined in the Agreement), the entire indebtedness under the Agreement and the other "Loan Documents" (as such term is hereinafter defined), including all then outstanding principal, all then accrued but unpaid interest, and all then Late Fees, collection costs, and other amounts, shall be due and payable in full.

(b) Payment and performance of all obligations at any time owing or to be performed under a certain Home Equity Credit Loan Agreement, (the "Agreement"), dated **12/20/13**. Lender has agreed to make "Advances" (as such term is defined in the Agreement) to Borrower under the terms of the Agreement, which Advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including interest thereon at a rate which may vary from time to time, and any other fees, charges, and other amounts which may be owing from time to time under the Agreement) shall not exceed **85,000.00**. That sum is referred to herein and in the Agreement as the "Credit Limit". If not paid earlier, on the "Final Payment Date" (as that term is defined in the Agreement), the entire indebtedness under the Agreement and the other "Loan Documents" (as such term is hereinafter defined), including all then outstanding principal, all then accrued but unpaid interest, and all then Late Fees, collection costs, and other amounts, shall be due and payable in full.

(c) Payment and performance of all obligations at any time owing or to be performed under a certain Home Equity Credit Loan Agreement, (the "Agreement"), dated **12/20/13**. Lender has agreed to make "Advances" (as such term is defined in the Agreement) to Borrower under the terms of the Agreement, which Advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including interest thereon at a rate which may vary from time to time, and any other fees, charges, and other amounts which may be owing from time to time under the Agreement) shall not exceed **85,000.00**. That sum is referred to herein and in the Agreement as the "Credit Limit". If not paid earlier, on the "Final Payment Date" (as that term is defined in the Agreement), the entire indebtedness under the Agreement and the other "Loan Documents" (as such term is hereinafter defined), including all then outstanding principal, all then accrued but unpaid interest, and all then Late Fees, collection costs, and other amounts, shall be due and payable in full.

(d) Payment and performance of all obligations at any time owing or to be performed under a certain Home Equity Credit Loan Agreement, (the "Agreement"), dated **12/20/13**. Lender has agreed to make "Advances" (as such term is defined in the Agreement) to Borrower under the terms of the Agreement, which Advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including interest thereon at a rate which may vary from time to time, and any other fees, charges, and other amounts which may be owing from time to time under the Agreement) shall not exceed **85,000.00**. That sum is referred to herein and in the Agreement as the "Credit Limit". If not paid earlier, on the "Final Payment Date" (as that term is defined in the Agreement), the entire indebtedness under the Agreement and the other "Loan Documents" (as such term is hereinafter defined), including all then outstanding principal, all then accrued but unpaid interest, and all then Late Fees, collection costs, and other amounts, shall be due and payable in full.

**Lot 31, Eggett Estates Plat C., Davis
County Recorder's office, State of Utah.
Subject to easements, restrictions,
rights of way and reservations
appearing on record.**

1. SECURED OBLIGATIONS AND CONVEYANCE.

1.1 Secured Obligations. This Deed of Trust is being made for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Lender may choose against certain real property located in the County of Davis, State of UTAH, commonly known as [REDACTED], and more particularly described in Exhibit A attached hereto, together all existing and future easements and rights affording access to such real property (the "Property"):

(a) Payment and performance of all obligations at any time owing or to be performed under a certain Home Equity Credit Loan Agreement, (the "Agreement"), dated 12/20/13. Lender has agreed to make "Advances" (as such term is defined in the Agreement) to Borrower under the terms of the Agreement, which Advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including interest thereon at a rate which may vary from time to time, and any other fees, charges, and other amounts which may be owing from time to time under the Agreement) shall not exceed 85,000.00. That sum is referred to herein and in the Agreement as the "Credit Limit". If not paid earlier, on the "Final Payment Date" (as that term is defined in the Agreement), the entire indebtedness under the Agreement and the other "Loan Documents" (as such term is hereinafter defined), including all then outstanding principal, all then accrued but unpaid interest, and all then Late Fees, collection costs, and other amounts, shall be due and payable in full.

Lot [REDACTED] Plat C., Davis
County Recorder's office, State of Utah.
Subject to easements, restrictions,
rights of way and reservations
appearing on record.

N00° 24' 05" E

8.00' 7

5.0000



5.0000

8.00' 7

N00° 24' 05" E

5.0000

REQUEST FOR PARTIAL RECONVEYANCE

TO: BACKMAN TITLE SERVICES LTD. Successor Trustee.

Order No. 6-086139

The Undersigned is the legal owner and holder of the original Note for the total sum of \$85,000.00, and all other indebtedness secured by Deed of Trust dated December 20, 2013, made by [redacted] Trustors, to First American Title Insurance Agency, Trustee, and recorded on December 27, 2013 as Entry [redacted], of official records in the office of the Recorder of Davis County, Utah.

You are hereby requested, in accordance with the terms of said Deed of Trust, to reconvey, without warranty, to the persons or person legally entitled thereto, the estate now held by you there under in and to that portion of the property described in said Deed of Trust situate in the County of Davis, State of Utah, described as follows:

See Attached Legal

Parcel No.:

The making of such partial reconveyance shall be endorsed by you upon said note(s) and Deed of Trust which are herewith presented to you for that purpose.

Dated this 9th day of February, 2020.

Utah First Federal Credit Union

By: Marilyn Cordova
Its: Credit Manager

STATE OF Utah)
County of Salt Lake) SS.

The foregoing instrument was acknowledged before me this 9th day of February 20 20
By Marilyn Cordova
the Credit Manager of Utah First Federal Credit Union

[Signature]
NOTARY PUBLIC

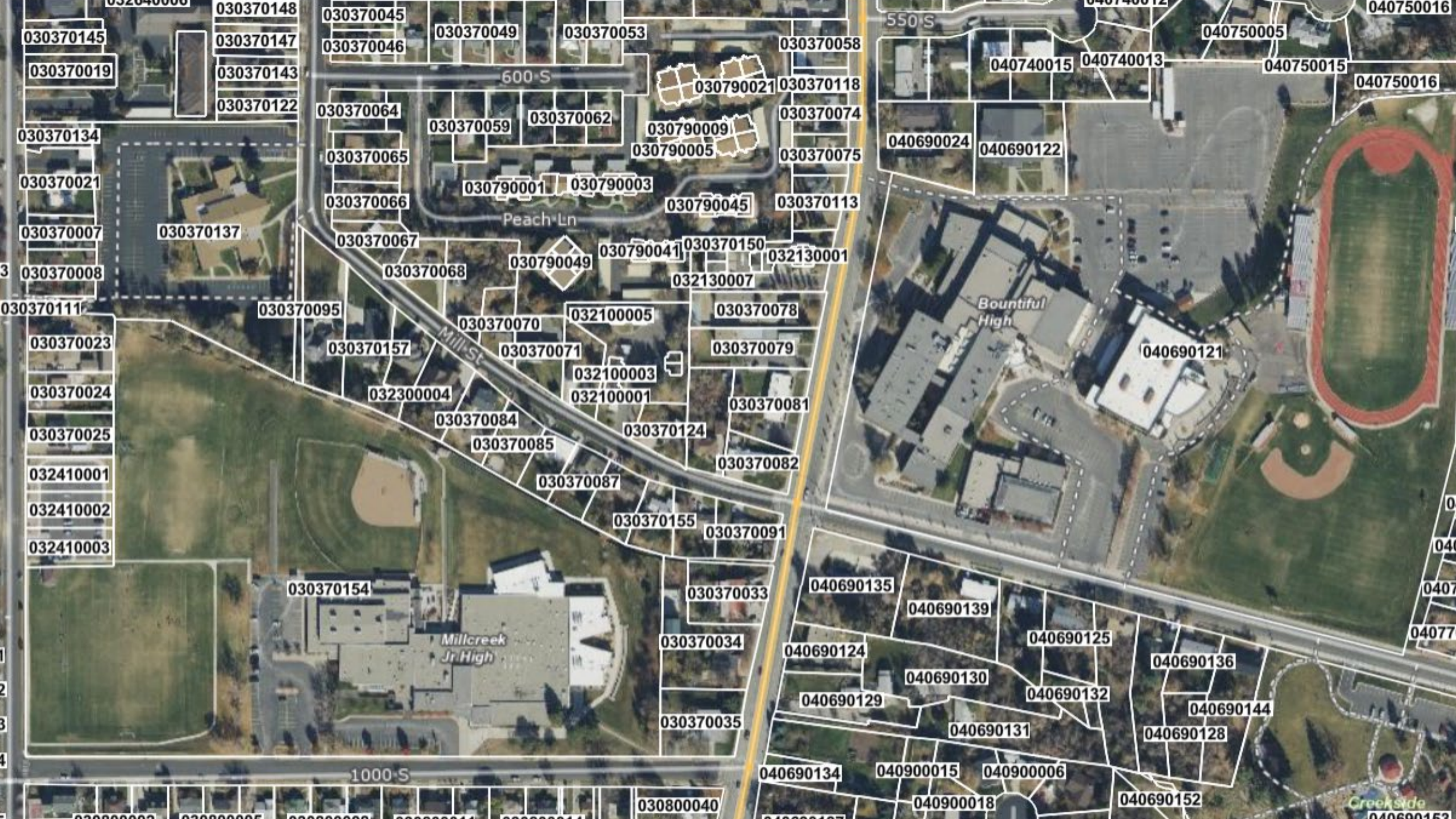
Commission Expires: 11/21/2023
Residing at: SALT LAKE COUNTY





What did they forget?

- City Approval
- Existing liens
- Combination of parcels
- Residential tax exemption?



030370145
030370019
030370134
030370021
030370007
030370008
030370111
030370023
030370024
030370025
032410001
032410002
032410003

030370148
030370147
030370143
030370122
030370137

030370023
030370024
030370025
032410001
032410002
032410003

030370154
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030370045
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030370113

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030370059
030370062
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030790045
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030370066
030790001
030790003
030370067
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030370150
032130001
032130007

030370095
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030370085
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030370155
030370091
030370033
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030370035

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030370034
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030800040

030370058
030370118
030370074
030370075
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030370113
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030370082

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040690121
040690135
040690139
040690125
040690136
040690124
040690130
040690132
040690144
040690129
040690131
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040690134
040900015
040900006
040900018
040690152

600 S

Peach Ln

Mill St

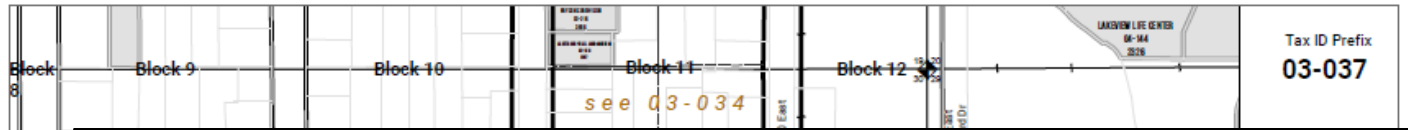
550 S

1000 S

Bountiful High

Millcreek Jr High

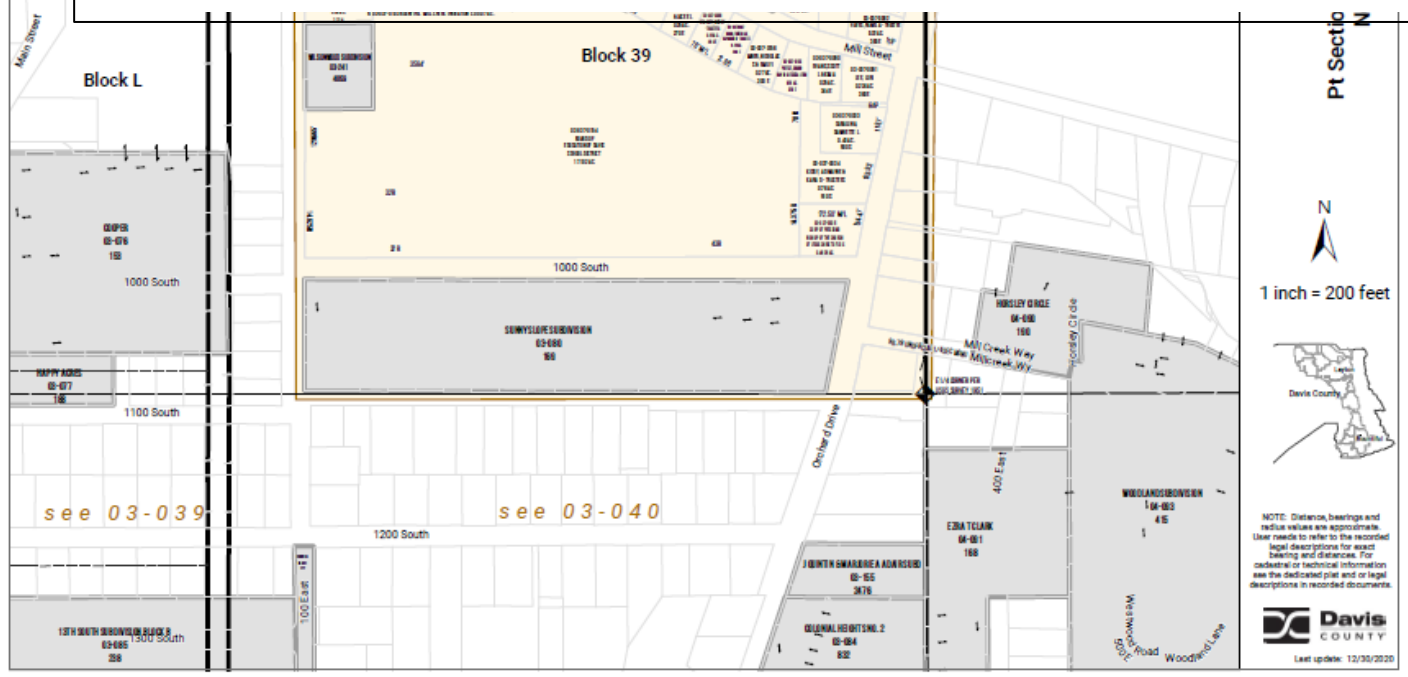
Creekside

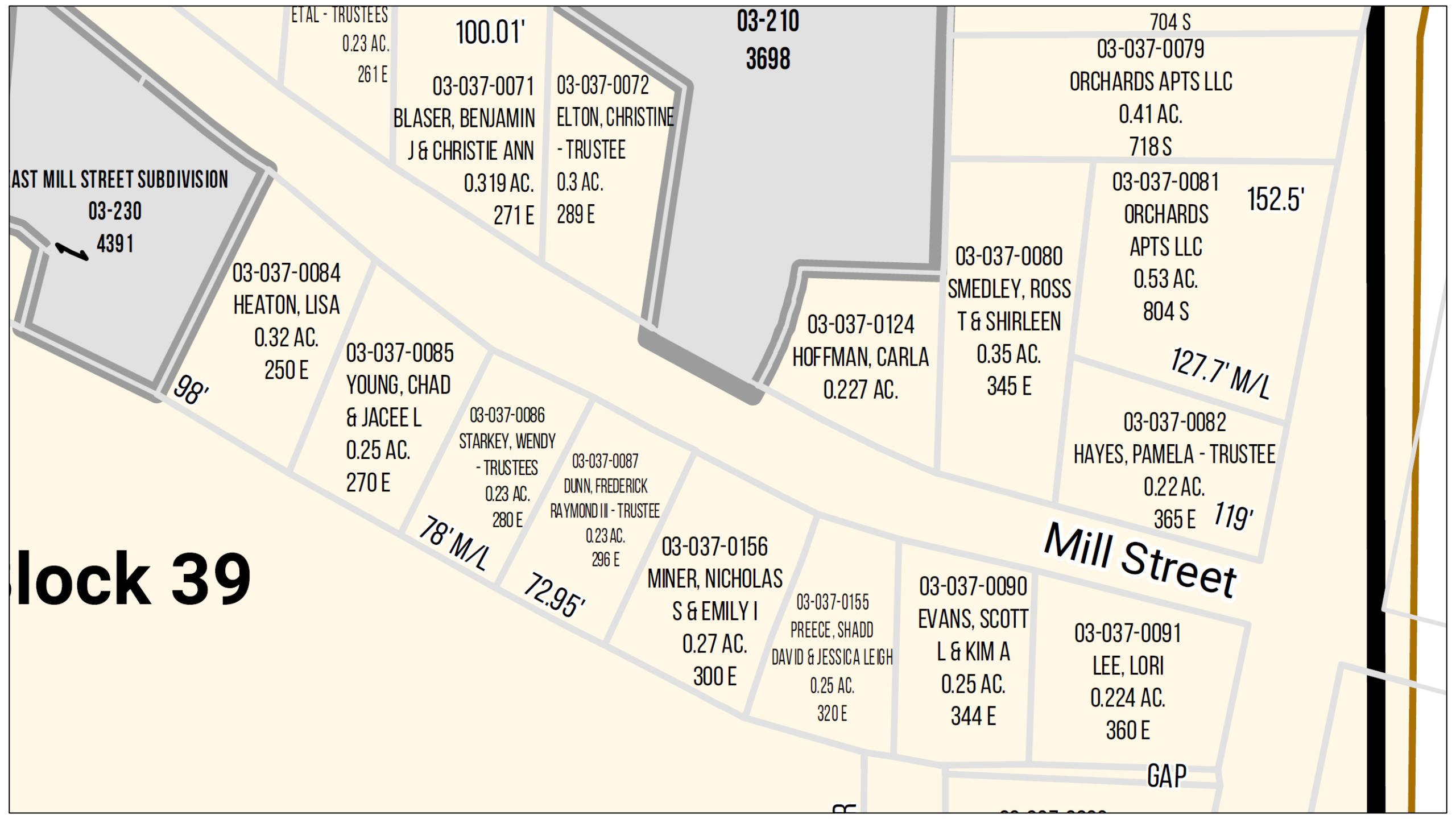


Block 8
see 03-032

Part of Bountiful Townsite

Pt Section 30 T 2N R 1E Salt Lake Meridian N 1/2 Block 39, North Mill Creek Plat Bountiful Townsite Svy





ETAL - TRUSTEES
0.23 AC.
261 E

100.01'

03-210
3698

704 S

03-037-0079
ORCHARDS APTS LLC
0.41 AC.
718 S

03-037-0071
BLASER, BENJAMIN
& CHRISTIE ANN
0.319 AC.
271 E

03-037-0072
ELTON, CHRISTINE
- TRUSTEE
0.3 AC.
289 E

03-037-0081
ORCHARDS
APTS LLC
0.53 AC.
804 S

152.5'

EAST MILL STREET SUBDIVISION
03-230
4391

03-037-0084
HEATON, LISA
0.32 AC.
250 E

03-037-0080
SMEDLEY, ROSS
T & SHIRLEEN
0.35 AC.
345 E

03-037-0124
HOFFMAN, CARLA
0.227 AC.

03-037-0085
YOUNG, CHAD
& JACEE L
0.25 AC.
270 E

03-037-0086
STARKEY, WENDY
- TRUSTEES
0.23 AC.
280 E

03-037-0087
DUNN, FREDERICK
RAYMOND III - TRUSTEE
0.23 AC.
296 E

03-037-0082
HAYES, PAMELA - TRUSTEE
0.22 AC.
365 E

127.7' M/L

119'

lock 39

78' M/L

72.95'

03-037-0156
MINER, NICHOLAS
S & EMILY I
0.27 AC.
300 E

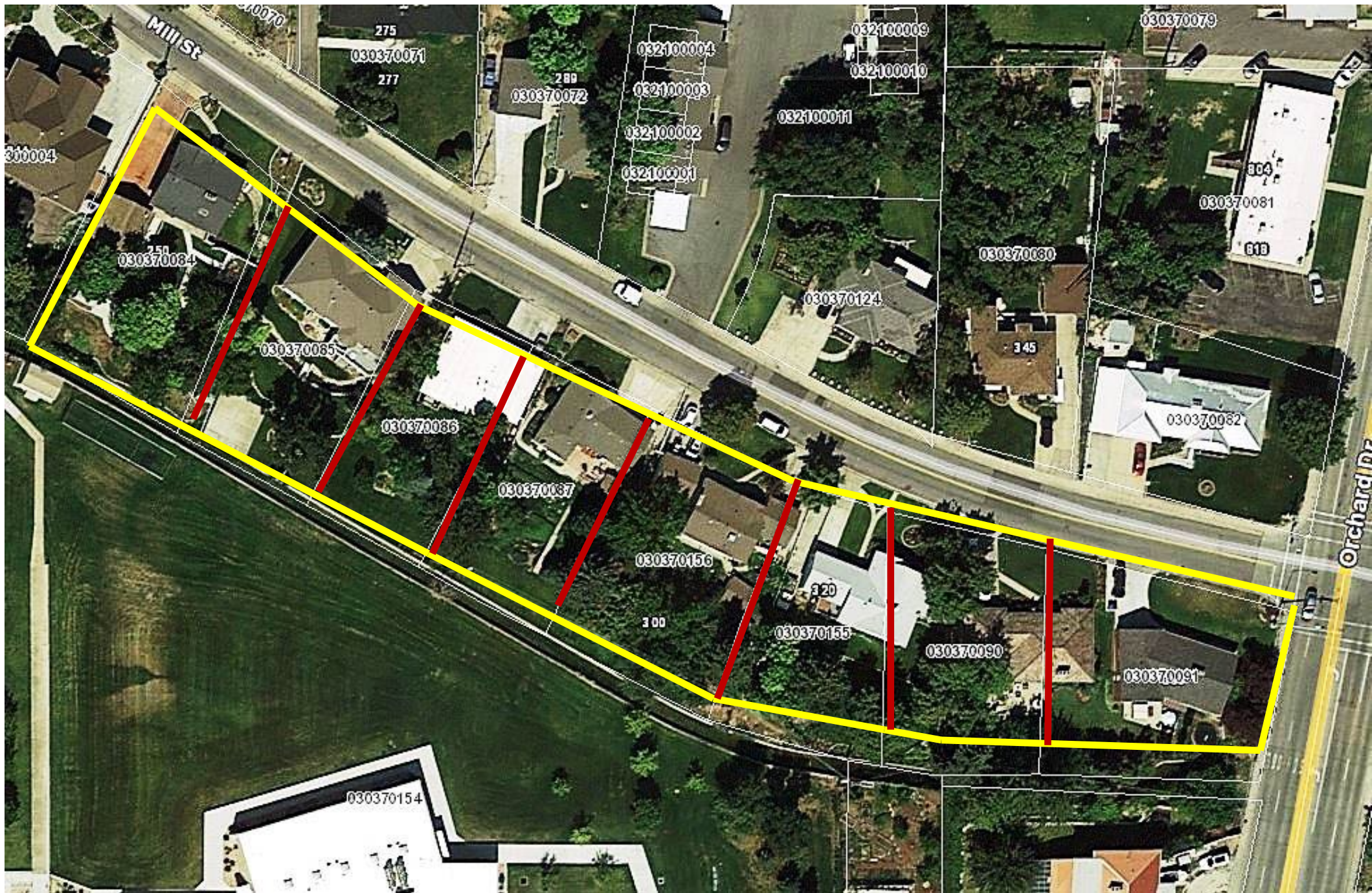
03-037-0155
PREECE, SHADD
DAVID & JESSICA LEIGH
0.25 AC.
320 E

03-037-0090
EVANS, SCOTT
L & KIM A
0.25 AC.
344 E

03-037-0091
LEE, LORI
0.224 AC.
360 E

Mill Street

GAP

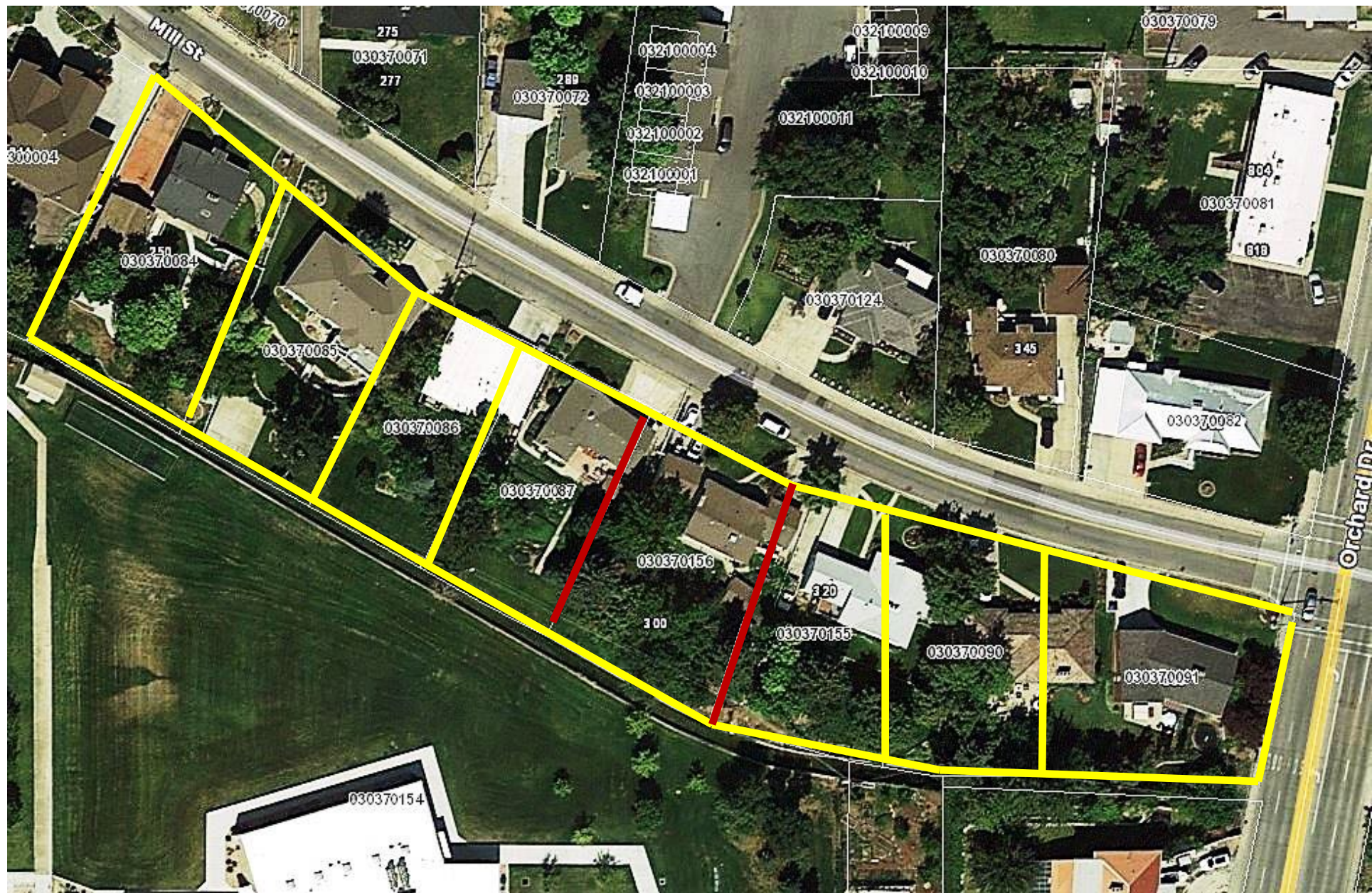


Schedule B1- Requirement 6

- 6. A survey is recommended for this parcel because the record legal description is extremely vague and may not accurately describe the parcel. If a survey or other curative solution is not found to correct these issues, the Company may include additional exceptions on the policy to cover these matters.

Schedule B2- Exception 13 & 23

- 13. Any encroachment or violation affecting your Title that would be disclosed by an accurate land survey of the Land and where no notice is recorded in the Public Records. This exception does not limit the coverage in Covered Risk 11, 12, 13, 16, 19, or 21.
- 23. Any matter that might be disclosed by a survey, which complies with the "Minimum Standards for Property Boundary Surveys" for ALTA/NSPS Land Title Surveys. Note: The record legal description is extremely vague and may not accurately describe the parcel.



Mill St

Orchard Dr

030370071
275
277

030370072
289

032100004
032100003
032100002
032100001

032100011

032100009
032100010

030370079

0300004

030370084

030370085

030370086

030370087

030370124

030370080

345

030370081

804
818

030370082

030370156

300

030370155

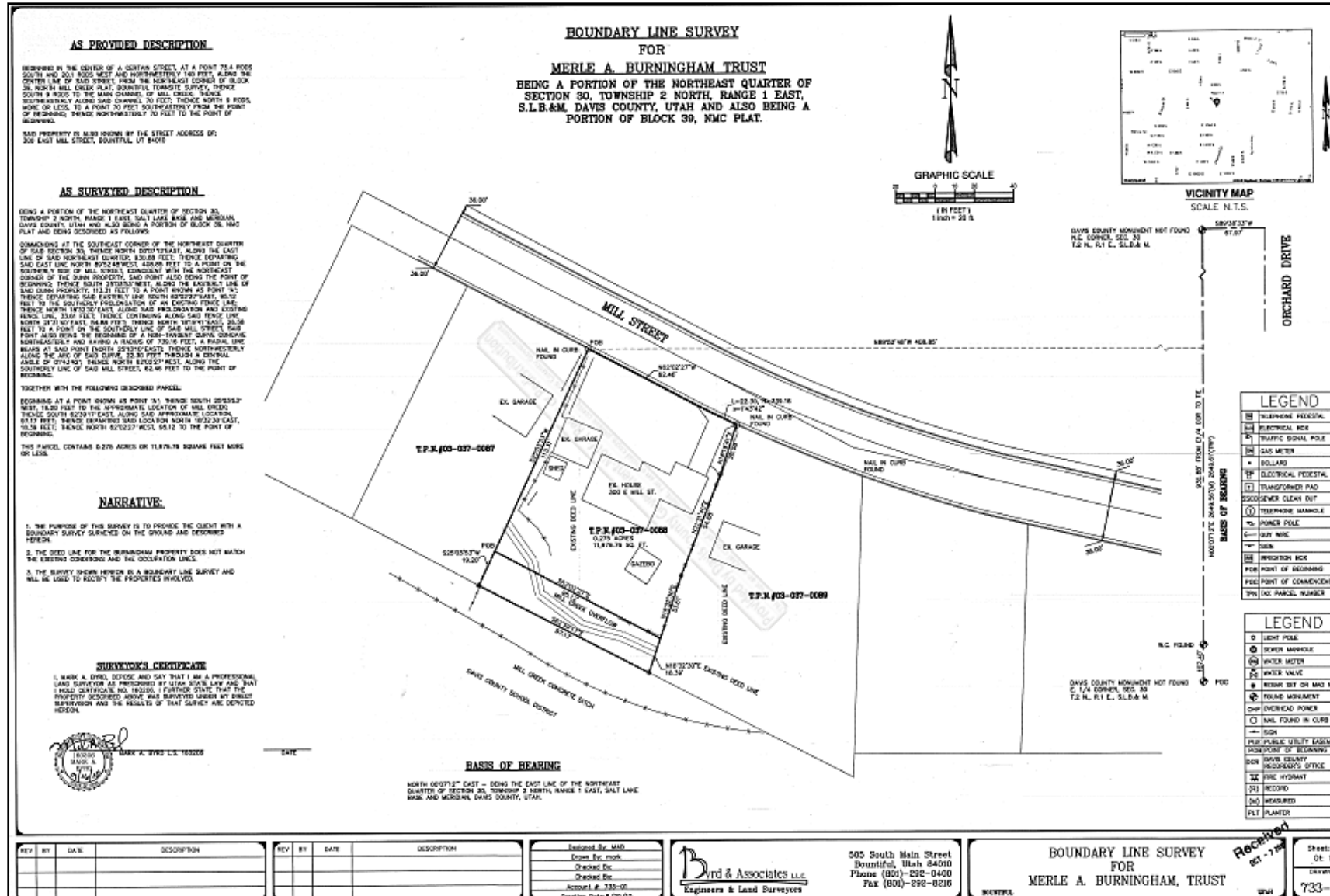
320

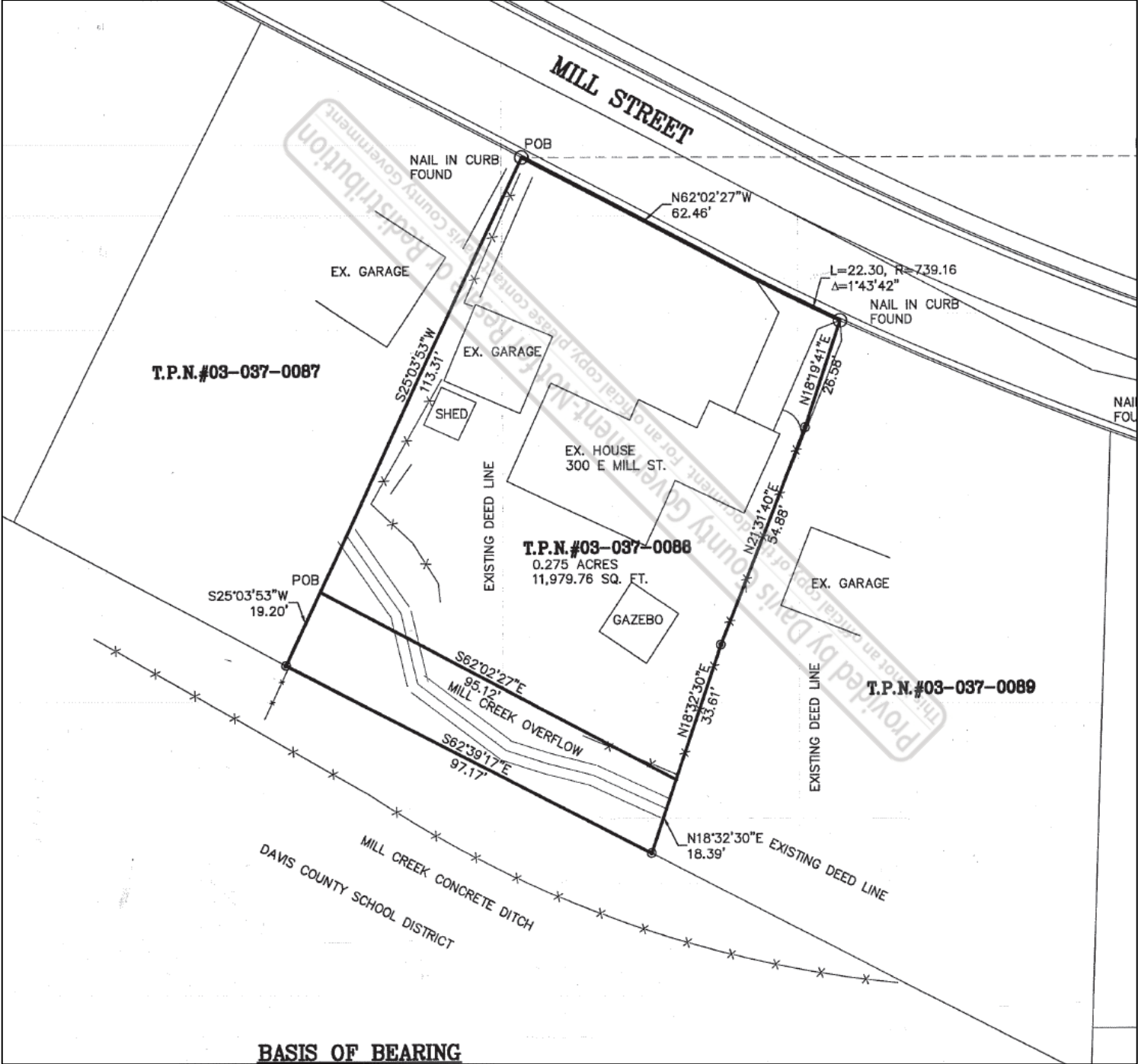
030370090

030370091

030370154

Someone tried to fix part of it...2010





E 2550823 B 5102 P 1090-1094
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/3/2010 12:44:00 PM
FEE \$21.00 Pgs: 5
DEP eCASH REC'D FOR FIRST AMERICAN TITLE

Tax Serial Numbers 03-037-0088
03-037-0087

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is entered into as of the 27th day of August, 2010, by and between Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002, hereinafter referred to as Burningham; and, Frederick Raymond Dunn Jr. Sole Surviving Trustee of the Dunn Family Trust, dated the 17th day of April 1989, hereinafter referred to as Dunn.

RECITALS:

A. Burningham is the owner in fee simple of the following described parcel of real property, situated in Davis County, State of Utah, hereinafter referred to as the Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002 Parcel, and being more particularly described as follows:

See EXHIBIT "A" attached hereto

B. Dunn is the owner in fee simple of the following described parcel of real property, situated in Davis County, State of Utah, hereinafter referred to as the Frederick Raymond Dunn Jr. Sole Surviving Trustee of the Dunn Family Trust, dated the 17th day of April 1989 Parcel, and being more particularly described as follows:

See EXHIBIT "B" attached hereto

C. The exact location of the boundary between the above Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002 Parcel and the Frederick Raymond Dunn Jr. Sole Surviving Trustee of the Dunn Family Trust, dated the 17th day of April 1989 Parcel is currently in dispute. In order to eliminate any confusion and to forever determine the issue of the common boundary line between the above Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002 Parcel and the Frederick Raymond Dunn Jr. Sole Surviving Trustee of the Dunn Family Trust, dated the 17th day of April 1989 Parcel, the undersigned parties desire to establish said common boundary line.

NOW THEREFORE, in consideration of the mutual benefits gained hereby, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, the parties agree as follows:

1. The Westerly boundary line of the Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002 Parcel and the Easterly boundary line of the Frederick Raymond Dunn Jr. Sole Surviving Trustee of the Dunn Family Trust, dated the 17th day of April 1989 Parcel shall hereafter be determined, located and described as follows:

See EXHIBIT "C" attached hereto

2. In order to effectuate this Agreement, Burningham hereby releases, remises and quit claims to Dunn all of Burningham's right, title and interest in and to any real property lying immediately to the Westerly of the common boundary line described above; and Dunn hereby releases, remises and quit claims to Burningham all of its right, title and interest in and to any real property lying immediately to the Easterly of the common boundary line described above.

IN WITNESS WHEREOF, the undersigned have executed this agreement so as to be binding on the respective parties this 27th day of August, 2010.

Merle A. Burningham, Trustee (or Successor Trustees) of The Merle A. Burningham Trust, dated the 11th day of Sept 2002
By: Merle A. Burningham
Trustee

Frederick Raymond Dunn Jr. and Ione A. Dunn, Trustees of the Dunn Family Trust, dated the 17th day of April, 1989
By: Frederick Raymond Dunn Jr.
Sole Trustee

Acknowledgments

STATE OF Utah)
County of Davis)

On August 27, 2010 before me, the undersigned Notary Public, personally appeared Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 04-17-12

STATE OF Utah)
County of Davis)

On 09/03/2010 before me, the undersigned Notary Public, personally appeared Frederick Raymond Dunn Jr. Sole Surviving Trustee of the Dunn Family Trust, dated the 17th day of April 1989, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 04-17-12

EXHIBIT "B"
Frederick Raymond Dunn Jr. Sole Surviving Trustee of the Dunn Family Trust, dated the 17th day of April 1989

BEGINNING AT A POINT ON THE SOUTH LINE OF STREET NORTH 77th WEST 231.82 FEET AND NORTH 61st WEST 215.96 FEET AND SOUTH 26th WEST 18 FEET FROM THE INTERSECTION OF CENTER LINE SAID STREET AND ORCHARD DRIVE, SAID INTERSECTION IS NORTH 831.38 FEET AND WEST 51.61 FEET FROM THE WEST QUARTER CORNER OF SECTION 29 TOWNSHIP 2 NORTH RANGE 1 EAST, 34th; THENCE SOUTH 81st EAST 69.85 FEET TO AN ESTABLISHED FENCE WHICH POINT IS GIVEN AS 74 ROODS SOUTH AND 20.11 ROODS WEST, NORTHWESTERLY 149 FT FROM THE NORTHEAST CORNER OF BLK 30, NMC PLAT, BOUNTIFUL, UTAS SURVEY; THENCE SOUTH 29th 13th WEST 132.51 FEET TO ANOTHER ESTABLISHED FENCE; THENCE NORTH 61st 48th WEST 71.95 FEET ALONG SAID FENCE; THENCE NORTH 33rd 30th EAST 132.24 FEET TO THE POINT OF BEGINNING

EXHIBIT "A"
Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002

BEGINNING IN THE CENTER OF A CERTAIN STREET, AT A POINT 73.4 ROODS SOUTH AND 20.11 ROODS WEST AND NORTHWESTERLY 140 FEET, ALONG THE CENTER LINE OF SAID STREET, FROM THE NORTHEAST CORNER OF BLOCK 39, NORTH MILL CREEK PLAT; BOUNTIFUL TOWNSHIP SURVEY, THENCE SOUTH 9 ROODS TO THE MAIN CHANNEL OF MILL CREEK; THENCE SOUTHEASTERLY ALONG SAID CHANNEL 70 FEET; THENCE NORTH 9 ROODS, MORE OR LESS, TO A POINT 70 FEET SOUTHEASTERLY FROM THE POINT OF BEGINNING; THENCE NORTHWESTERLY 70 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"
Boundary Line Survey by Byrd & Associates

THE WEST LINE OF THE FOLLOWING DESCRIBED PARCELS OF LAND PARCELS OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND ALSO BEING A PORTION OF BLOCK 39, NMC PLAT AND BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89th 12th EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 930.88 FEET; THENCE DEPARTING SAID EAST LINE NORTH 89th 24th 48th, 408.85 FEET TO A POINT ON THE SOUTHERLY SIDE OF MILL STREET, COINCIDENT WITH THE NORTHEAST CORNER OF THE DUNN PROPERTY; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 2nd 33rd WEST, ALONG THE EASTERLY LINE OF SAID DUNN PROPERTY, 113.31 FEET TO A POINT KNOWN AS POINT "A"; THENCE DEPARTING SAID EASTERLY LINE SOUTH 62nd 02nd 27th EAST, 95.12 FEET TO THE SOUTHERLY PROLONGATION OF AN EXISTING FENCE LINE; THENCE NORTH 18th 32nd 30th EAST, ALONG SAID PROLONGATION AND EXISTING FENCE LINE, 33.61 FEET; THENCE CONTINUING ALONG SAID FENCE LINE NORTH 21st 13th 40th EAST, 54.88 FEET; THENCE NORTH 81st 19th 41st EAST, 26.59 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID MILL STREET, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 739.16 FEET, A RADIAL LINE BEARS AT SAID POINT (NORTH 25th 13th 10th EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 22.35 FEET THROUGH A CENTRAL ANGLE OF 01st 42nd; THENCE NORTH 62nd 02nd 27th WEST, ALONG THE SOUTHERLY LINE OF SAID MILL STREET, 62.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00th 07th 12th EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 930.88 FEET; THENCE DEPARTING SAID EAST LINE NORTH 89th 24th 48th WEST, 408.85 FEET TO A POINT ON THE SOUTHERLY SIDE OF MILL STREET, COINCIDENT WITH THE NORTHEAST CORNER OF THE DUNN PROPERTY, AND SOUTH 25th 03rd 33rd WEST, ALONG THE EASTERLY LINE OF SAID DUNN PROPERTY, 113.31 FEET TO A POINT KNOWN AS POINT "A"; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 25th 03rd 33rd WEST, 19.20 FEET TO THE APPROXIMATE LOCATION OF MILL CREEK; THENCE SOUTH 62nd 03rd 17th EAST, ALONG SAID APPROXIMATE LOCATION, 97.17 FEET; THENCE DEPARTING SAID LOCATION NORTH 18th 32nd 30th EAST, 18.39 FEET; THENCE NORTH 62nd 02nd 27th WEST, 95.12 TO THE POINT OF BEGINNING.

2550824
BK 5102 PG 1095

E 2550824 B 5102 P 1095-1099
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/3/2010 12:44:00 PM
FEE \$22.00 Pgs: 5
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Tax Serial Numbers 03-037-0088
03-037-0089

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is entered into as of the 27th day of August, 2010, by and between Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002, hereinafter referred to as Burningham; and, Paul Barstad and Roberta Barstad Trustees of the P & R Barstad Family Trust dated October 22, 2008, hereinafter referred to as Barstad.

RECITALS:

A. Burningham is the owner in fee simple of the following described parcel of real property, situated in Davis County, State of Utah, hereinafter referred to as the Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002 Parcel, and being more particularly described as follows:

See EXHIBIT "A" attached hereto

B. Barstad is the owner in fee simple of the following described parcel of real property, situated in Davis County, State of Utah, hereinafter referred to as the Barstad Parcel, and being more particularly described as follows:

See EXHIBIT "B" attached hereto

C. The exact location of the boundary between the above Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002 Parcel and the Paul Barstad and Roberta Barstad Trustees of the P & R Barstad Family Trust dated October 22, 2008 Parcel is currently in dispute. In order to eliminate any confusion and to forever determine the line of the common boundary line between the above Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002 Parcel and the Paul Barstad and Roberta Barstad Trustees of the P & R Barstad Family Trust dated October 22, 2008 Parcel, the undersigned parties desire to establish said common boundary line.

NOW THEREFORE, in consideration of the mutual benefits gained hereby, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, the parties agree as follows:

1. The Easterly boundary line of the Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002 Parcel and the Westerly boundary line of the Paul Barstad and Roberta Barstad Trustees of the P & R Barstad Family Trust dated October 22, 2008 Parcel shall hereafter be determined, located and described as follows:

See EXHIBIT "C" attached hereto

2. In order to effectuate this Agreement, Burningham hereby releases, remises and quit claims to Barstad all of Burningham's right, title and interest in and to any real property lying immediately to the Easterly of the common boundary line described above; and Barstad hereby releases, remises and quit claims to Burningham all of its right, title and interest in and to any real property lying immediately to the Westerly of the common boundary line described above.

BK 5102 PG 1096

IN WITNESS WHEREOF, the undersigned have executed this agreement so as to be binding on the respective parties the 27th day of August, 2010.

Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002
By: Merle A. Burningham
Its: Trustee

Paul Barstad and Roberta Barstad Trustees of the P & R Barstad Family Trust dated October 22, 2008
By: Paul Barstad
Its: Trustee

By: Roberta Barstad
Its: Trustee

Acknowledgments

STATE OF UT)
County of Davis) ss.

On August 27, 2010 before me, the undersigned Notary Public, personally appeared Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 04-17-12

STATE OF UT)
County of Davis) ss.

On September 2, 2010 before me, the undersigned Notary Public, personally appeared Paul Barstad and Roberta Barstad Trustees of the P & R Barstad Family Trust dated October 22, 2008, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 04-17-12



BK 5102 PG 1098

EXHIBIT "B"
Paul Barstad and Roberta Barstad Trustees of the P & R Barstad Family Trust dated October 22, 2008

BEGINNING IN THE CENTER OF A STREET AT A POINT 73.4 RODS SOUTH AND 20.1 RODS WEST OF THE NORTHEAST CORNER OF BLOCK 39, PLAT 414C, MOUNTAIN TOWNSHIPS SURVEY; THENCE NORTHWESTERLY 70 FEET; THENCE SOUTH 9 RODS TO THE MAIN CHANNEL OF HILL CREEK; SOUTHEASTERLY 70 FEET, MORE OR LESS; THENCE NORTH 89 RODS TO THE POINT OF BEGINNING; AND INCLUDING ANY PORTION LYING WITHIN THE BOUNDS OF HILL STREET.

BK 5102 PG 1097

EXHIBIT "A"
Merle A. Burningham, Trustee (or successor Trustees) of The Merle A. Burningham Trust, dated the 11 day of Sept 2002

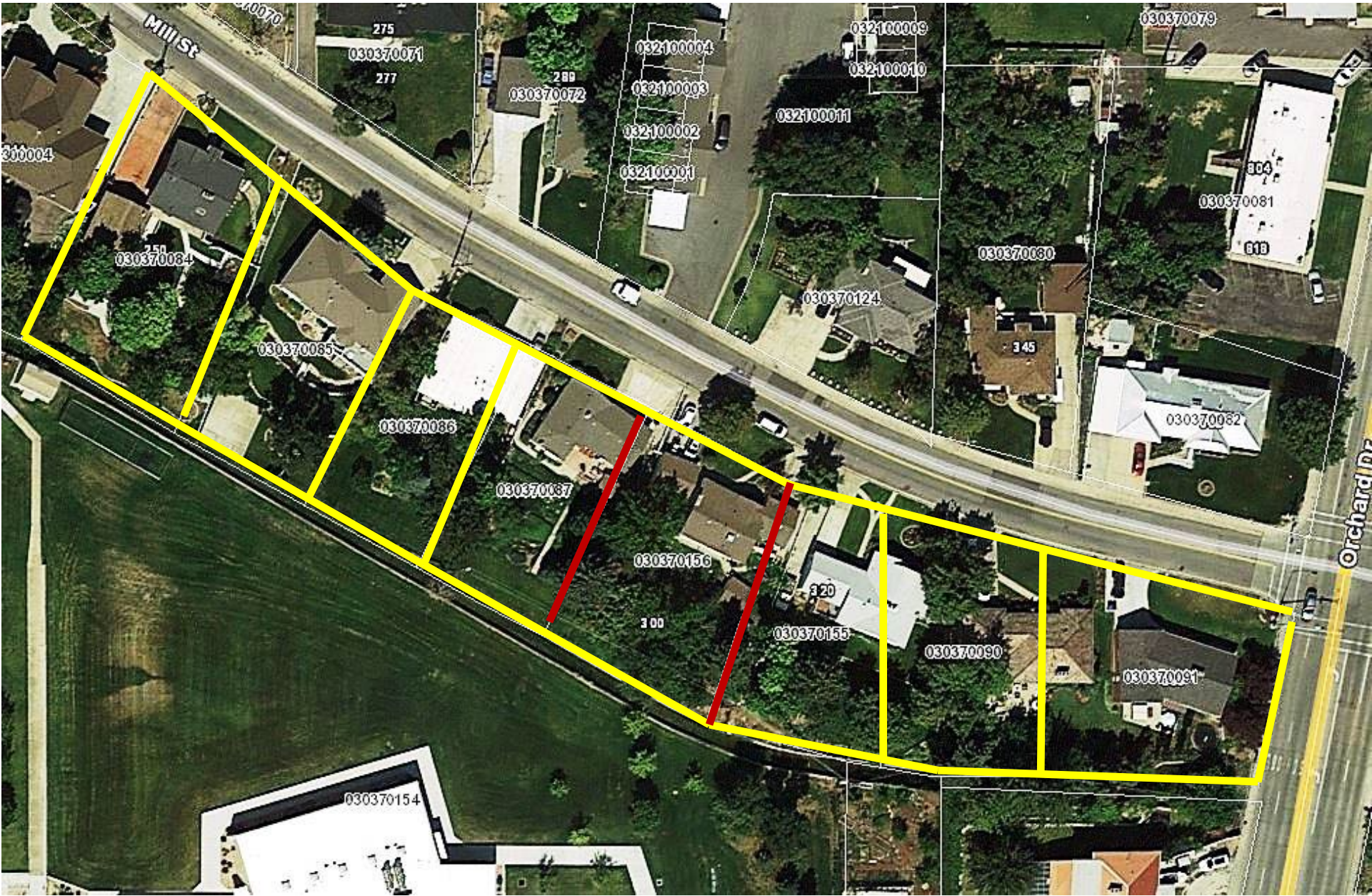
BEGINNING IN THE CENTER OF A CERTAIN STREET, AT A POINT 73.4 RODS SOUTH AND 20.1 RODS WEST AND NORTHWESTERLY 140 FEET, ALONG THE CENTER LINE OF SAID STREET, FROM THE NORTH-EAST CORNER OF BLOCK 39, NORTH MILL CREEK PLAT, MOUNTAIN TOWNSHIPS SURVEY; THENCE SOUTH 9 RODS TO THE MAIN CHANNEL OF HILL CREEK; THENCE SOUTHEASTERLY ALONG SAID CHANNEL, 70 FEET; THENCE NORTH 9 RODS, MORE OR LESS, TO A POINT 70 FEET SOUTHEASTERLY FROM THE POINT OF BEGINNING; THENCE NORTHWESTERLY 70 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"
Boundary Line Survey by Byrd & Associates

THE EASTERLY LINE OF THE FOLLOWING DESCRIBED PARCELS OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND ALSO BEING A PORTION OF BLOCK 39, NMC PLAT AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH-EAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00°07'12" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 930.88 FEET; THENCE DEPARTING SAID EAST LINE NORTH 89°52'48" WEST, 408.85 FEET TO A POINT ON THE SOUTHERLY SIDE OF HILL STREET, COINCIDENT WITH THE NORTHEAST CORNER OF THE DUNN PROPERTY; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 25°03'53" WEST, ALONG THE EASTERLY LINE OF SAID DUNN PROPERTY, 113.31 FEET TO A POINT KNOWN AS POINT "A"; THENCE DEPARTING SAID EASTERLY LINE SOUTH 62°02'27" EAST, 95.12 FEET TO THE SOUTHERLY PROLONGATION OF AN EXISTING FENCE LINE; THENCE NORTH 18°17'41" EAST, 26.58 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID HILL STREET, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 739.16 FEET, A RADIAL LINE BEARS AT SAID POINT (NORTH 25°13'10" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 22.30 FEET THROUGH A CENTRAL ANGLE OF 01°54'42"; THENCE NORTH 62°02'27" WEST, ALONG THE SOUTHERLY LINE OF SAID HILL STREET, 62.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

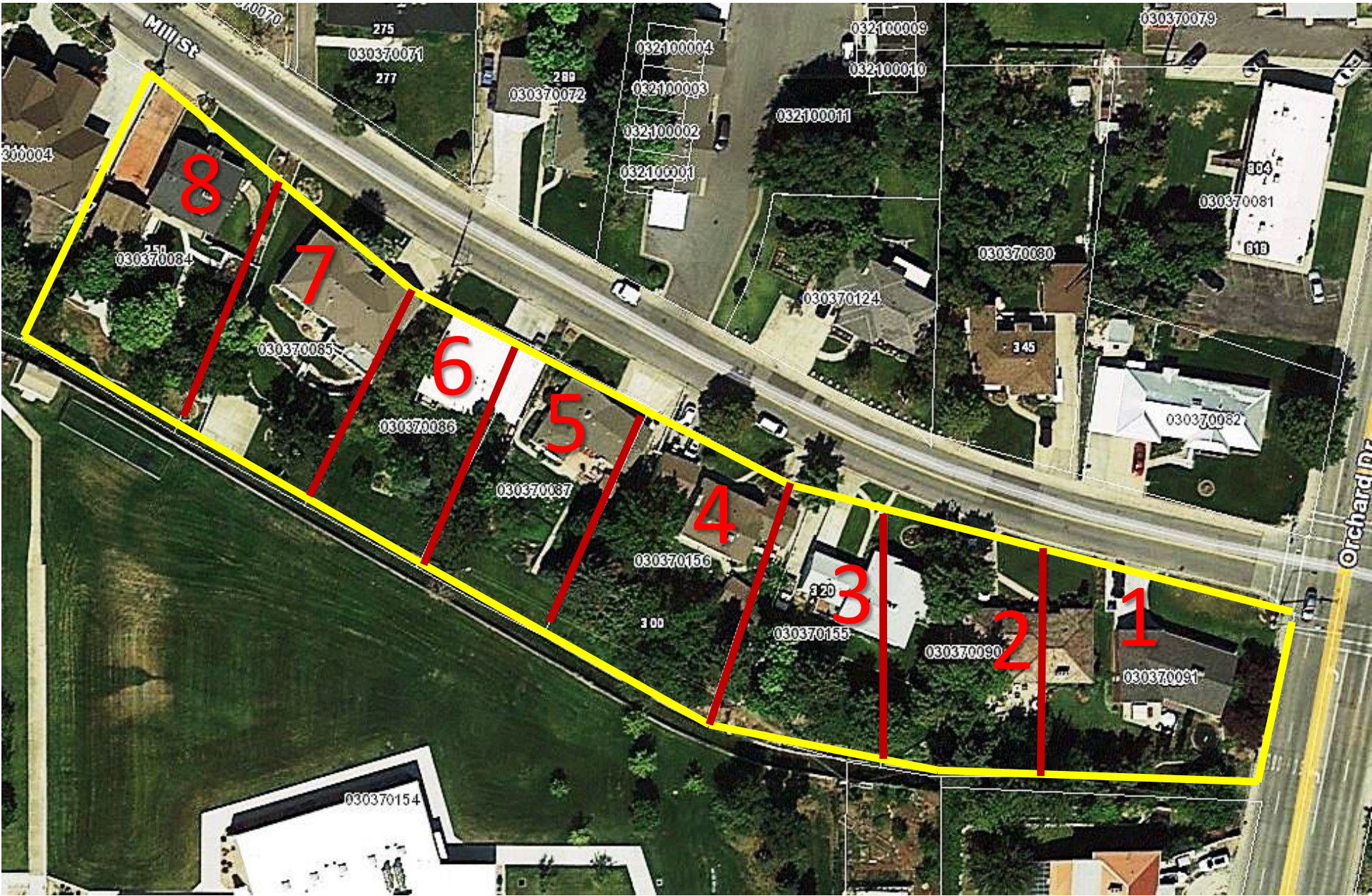
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00°07'12" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 930.88 FEET; THENCE DEPARTING SAID EAST LINE NORTH 89°52'48" WEST, 408.85 FEET TO A POINT ON THE SOUTHERLY SIDE OF HILL STREET, COINCIDENT WITH THE NORTHEAST CORNER OF THE DUNN PROPERTY, AND SOUTH 25°03'53" WEST, ALONG THE EASTERLY LINE OF SAID DUNN PROPERTY, 113.31 FEET TO A POINT KNOWN AS POINT "A"; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 25°03'53" WEST, 19.20 FEET TO THE APPROXIMATE LOCATION OF HILL CREEK; THENCE SOUTH 62°03'17" EAST, ALONG SAID APPROXIMATE LOCATION, 97.17 FEET; THENCE DEPARTING SAID LOCATION NORTH 18°17'41" EAST, 18.39 FEET; THENCE NORTH 62°02'27" WEST, 95.12 FEET TO THE POINT OF BEGINNING.





What did they forget?

- City Approval/New Subdivision?
- Existing liens
- Fully define each parcel- not just the boundary line in dispute
- Neighbors deeding new legal descriptions to themselves
 - Request for combination
- Residential tax exemption?





LENDERS

All 8 property owners ...

1. All 8 property owners must agree there is a problem
2. All 8 property owners must agree about where the boundary lines should be
3. All 8 property owners must sign dedicated plat
4. Someone must pay the city/county fees
5. Someone must pay of the survey/new plat
6. Someone must pay for the title report(s)
7. Someone must pay lender approval fees
8. Each lender on each property must agree to the adjustments & partially reconvey/adjust boundary lines with new legal descriptions
9. Each property owner will get new parcel numbers
10. Each property owner must reapply get residential tax discount

All boundary line agreements must include:

- Date of the agreement
- Parcel description & Parcel No. of each lot before the change
- Legal description of new boundary line
- Original signature and acknowledgment from all parties
- Address of each party for taxation purposes
- For parcels with no dwelling - statement citing file no of a record of a survey map created in conjunction with the BLA
- For subdivision lots – new/amended plat

If a BLA is to help create a new lot:

- New plat/survey is required from licensed surveyor.
- Plat must be approved by city/county & recorded
- PR is required
- Searcher should review preliminary
- Lender approval if property is encumbered
- City Approval
- County Recording
- Update PR w/new legal descriptions and parcel numbers.

City Requirement Sample

Property Owners & City	Property owners meet with City Planner to discuss lot line adjustment
Property Owners	LOT LINE ADJUSTMENT APPLICATION (attached). 1- Property owners sign application & submit survey to City. Application must be signed & notarized
City Staff	Set up Agenda- Send copies of agenda to invite property owners to meeting
Administrative Committee & Property Owners	Administrative Committee meets with property owners to approve Lot Line Adjustments
City Staff	Prepare NOTICE OF APPROVAL – with parcel description attachments (This gives county permission to record deeds.)
Administrative Committee Chairman	Sign & notarize NOTICE OF APPROVAL
Property Owners	Prepare & sign Deeds: (PLEASE NOTE: Property Owners are responsible for preparing Deeds.)
Property Owners	Record NOTICE OF APPROVAL & Deeds at Davis County Recorder's Office. Provide City with copy of Recorded NOTICE OF APPROVAL.
City Staff	Maintain copy of recorded NOTICE OF APPROVAL in Property Owner's file at City Hall
COSTS	\$50.00 Fee



Attachment 1

Submittal Date: _____

LOT LINE ADJUSTMENT APPLICATION

Property #1

Address _____

Owner(s) _____

Phone _____ Email _____

Property #2

Address _____

Owner(s) _____

Phone _____ Email _____

1. Items that shall be included with any Lot Line Adjustment Application:

- A Bountiful City Lot Line Adjustment Application completed in detail and notarized. The application must be signed and notarized by each property owner(s) or authorized agent(s).
- Payment of Filing Fee: \$50 Administrative Committee
- A survey by a licensed Utah Surveyor - one (1) PDF file* of the proposed site plan; one (1) Word file* with description of parcel to be conveyed; and two (2) 24 x 36 of the proposed site plan drawn at 1:10 scale or as required by the City Planner or City Engineer. A site plan shall include:
 1. A north arrow, the scale of the drawing, and the date of the drawing.
 2. Street names and addresses.
 3. All existing easements, rights-of-way, and any other restrictions on the use of the property.
 4. Existing buildings and other significant features within 50' of the boundaries to be adjusted.
 5. Legal description of existing property boundaries and the area to be adjusted.
 6. When required by the City Planner or City Engineer, a survey including contours of the land at intervals of two feet (2') or better.

*Please email these documents to Planning Department Administrative Assistant.

- 2. **Processing Procedure:**
 - a. The application will first be submitted to the Bountiful Planning Staff for review.
 - b. If the application is complete, it will be placed on the first available agenda for consideration by the Administrative Committee.

3. **Property #1: Owner(s) Authorization and Affidavit**

The undersigned, being duly sworn, depose that I am (we are) the owner(s) or authorized agent(s) of the property involved in this application and that the statements contained herein or by attachment are, to the best of my (our) knowledge, true and correct.

Print Name _____ Signature _____

State of Utah)
) ss
 County of Davis)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__.

Notary Public _____

My commission expires: _____

Print Name _____ Signature _____

State of Utah)
) ss
 County of Davis)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__.

Notary Public _____

My commission expires: _____

4. **Property #2: Owner(s) Authorization and Affidavit**

The undersigned, being duly sworn, depose that I am (we are) the owner(s) or authorized agent(s) of the property involved in this application and that the statements contained herein or by attachment are, to the best of my (our) knowledge, true and correct.

Print Name _____ Signature _____

State of Utah)
) ss
 County of Davis)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__.

Notary Public _____

My commission expires: _____

Print Name _____ Signature _____

State of Utah)
) ss
 County of Davis)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__.

Notary Public _____

My commission expires: _____

Best practices for boundary line agreements

1. Fully define each lot affected by BLA (True for lots and parcels)
2. BLA must have previous legal description
3. BLA must have previous parcel number
4. BLA must have addresses for each property owner- Mailing & property address
5. Use a surveyor
6. Check with title- PR prepared & updated- Before you start
7. Check with title- PR prepared & updated- After Survey is prepared
8. Check with title- PR prepared & updated- before recording
9. BLA should use quit claim language
10. Participants should refile residential tax exemptions/greenbelt
11. New parcel numbers created
12. request for combination of new lots recorded- recording fees
13. Attach Survey to BLA
14. Check with City- Pay fees for review
15. Follow City Requirements
16. Neighbors mark line together
17. obtain releases from lien holders
18. BLA can affect previously issued owner's policies

Class tools / BLA, Maps & Surveys

1. Filed surveys from County
2. Review title work (Commitment/PR)
3. Adjacent plats or surveys
4. City Maps/GIS
5. County Maps/GIS
6. State Maps/GIS- Including www.parcels.utah.gov
7. Federal Maps/Historical Maps/GIS
8. Keep maps legible- Avoid print/Scan, Use snipping tool/PDF Printer or Save as PDF with Chrome