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E# 3242522 PG 1 OF 11
LEANN H KILTS, WEBER CTY. RECORDER
23-JUN-22 922 AM FEE \$40.00 TN
REC FOR: JANG

BOUNDARY LINE AGREEMENT & MUTUAL QUIT CLAIM DEED

This Boundary Line Agreement and Mutual Quit Claim Deed (the "Agreement") is made this 25 day of May, 2022, by and between

Brad David Bonham and Ashlee Bonham, Husband and Wife as joint tenants, (hereinafter referred to as "Owner One"); of 738 and 740 28th Street, Ogden, UT (address), and

Brian G. Jang, (hereinafter referred to as "Owner Two") of 730 28th Street, Ogden, UT 84403, (address)

(Owner One and Owner Two are collectively referred to as the "Parties").

RECITALS

- A. The Parties are the owners of record of adjoining parcels or lots within Ogden City, Weber County, Utah located generally at Liberty and 28th Street. Owner One collectively owns both the real property located at 740 28th Street and 738 28th Street, as legally described on the attached Exhibit A ("Parcel One"). Owner Two currently owns the property located generally at 730 28th Street, as legally described on the attached Exhibit B ("Parcel Two").
- B. The Parties have discussed the mutual advantages to be derived through the relocation of their common boundary line and are interested in establishing written evidence of their agreement.
- C. The Parties have reviewed and approved a revised description of their respective boundary which has been prepared in accordance with the terms of this Agreement regarding the identification, alteration, or correction of their common boundary line. Attached hereto as Exhibit C which contains a description of the line that the Parties have each agreed to as their new common dividing line.
- D. By entering into this agreement, the Parties do not intend to create any new lot, dwelling unit, or remnant parcel. The Parties also do not intend that this Agreement be construed to result in violation of any currently applicable Ogden City zoning requirements or land use ordinance.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner One and Owner Two hereby covenant and agree as follows:

- 1. Owner One hereby quit claims and conveys the one foot (1') wide portion of Parcel One lying west of the common boundary line set forth on Exhibit C to Owner One to combine said one foot (1') wide portion with Parcel Two. Owner One hereby Quit Claims and conveys that portion of Parcel Two located north and west of the common boundary line, specifically calls one and two, as set forth on the attached Exhibit C.
- 2. The new legal descriptions of the lots or parcels created by this Agreement and the adoption of the new common boundary line are attached hereto. Exhibit D contains the new legal description for Parcel One. Exhibit E contains the new legal description for Parcel Two. Exhibit F contains the new legal description for Parcel Three.
- 3. All improvements hereafter constructed or installed by the Parties on their respective sides of the boundary line shall be placed in a manner that will preclude encroachments over the new common boundary line created by this Agreement.

EXHIBIT A

Property Owned by Owner One
(740 28th Street, Ogden, UT 84403)
Land Serial No. 01-049-0024

AND

(738 28th Street, Ogden, UT 84403)
Land Serial No. 01-049-0025

PARCEL ONE:

PART OF LOT 4, BLOCK 2, PLAT "B", OGDEN CITY SURVEY, WEBER COUNTY, UTAH:
BEGINNING AT A POINT 160 FEET WEST FROM THE SOUTHEAST CORNER OF LOT
3, RUNNING THENCE WEST 21 FEET; THENCE NORTH 31 FEET; THENCE WEST 16
FEET; THENCE NORTH 1 FOOT; THENCE EAST 37 FEET; THENCE SOUTH 32 FEET
TO THE POINT OF BEGINNING.

PARCEL TWO:

PART OF LOT 4, BLOCK 2, PLAT "B", OGDEN CITY SURVEY, WEBER COUNTY, UTAH:
BEGINNING 181 FEET WEST OF THE SOUTHEAST CORNER OF LOT 3, SAID BLOCK
2, AND RUNNING THENCE WEST 16 FEET; THENCE NORTH 31 FEET; THENCE EAST
16 FEET; THENCE SOUTH 31 FEET TO THE PLACE OF BEGINNING.

EXHIBIT B

Property Owner by Owner Two
(730 28TH Street, Ogden, UT 84403)
Land Serial No. 01-049-0066

PART OF LOT 4, BLOCK 2, PLAT "B", OGDEN CITY SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT A POINT ON THE NORTH LINE OF 28TH STREET 37 FEET WEST OF THE WEST LINE OF LIBERTY AVENUE AND RUNNING THENCE WEST 63 FEET, MORE OR LESS, TO THE DEDICATED ALLEY; THENCE NORTH 80 FEET, THENCE EAST 100 FEET TO THE WEST LINE OF LIBERTY AVENUE; THENCE SOUTH 48 FEET; THENCE WEST 37 FEET; THENCE SOUTH 32 FEET TO THE PLACE OF BEGINNING.

EXHIBIT C
New Common Boundary Line Description

LOCATED IN LOT 4, BLOCK 2, PLAT "B", OGDEN CITY SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT A POINT THAT IS NORTH 89°02'00" WEST (RECORD=WEST) 197.00 FEET AND NORTH 00°58'00" EAST 26.34 FEET FROM THE SOUTHEAST CORNER OF LOT 3, BLOCK 2, AND RUNNING THENCE SOUTH 89°09'41" EAST 9.25 FEET; THENCE NORTH 00°50'19" EAST 5.64 FEET; THENCE SOUTH 89°02'00" EAST 6.76 FEET; THENCE SOUTH 00°58'00" WEST 1.00 FOOT TO THE END.

EXHIBIT D

New legal description for Parcel One
(740 28TH Street, Ogden, UT 84403)

LOCATED IN LOT 4, BLOCK 2, PLAT "B", OGDEN CITY SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 28TH STREET, SAID POINT BEING NORTH 89°02'00" WEST (RECORD=WEST) 160.00 FEET FROM THE SOUTHEAST CORNER OF LOT 3, BLOCK 2, AND RUNNING THENCE NORTH 89°02'00" WEST 21.00 FEET; THENCE NORTH 00°58'00" EAST 32.00 FEET; THENCE SOUTH 89°02'00" EAST 21.00 FEET; THENCE SOUTH 00°58'00" WEST 32.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 672.00 SQ/FT OR 0.015 ACRES

EXHIBIT E

New legal description for Parcel Two
(738 28th Street, Ogden, UT 84403)

LOCATED IN LOT 4, BLOCK 2, PLAT "B", OGDEN CITY SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 28th STREET, SAID POINT BEING NORTH 89°02'00" WEST (RECORD=WEST) 181.00 FEET FROM THE SOUTHEAST CORNER OF LOT 3, BLOCK 2, AND RUNNING THENCE NORTH 89°02'00" WEST 16.00 FEET; THENCE NORTH 00°58'00" EAST 26.34 FEET; THENCE SOUTH 89°09'41" EAST 9.25 FEET; THENCE NORTH 00°50'19" EAST 5.64 FEET; THENCE SOUTH 89°02'00" EAST 6.76 FEET; THENCE SOUTH 00°58'00" WEST 32.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 459.70 SQ/FT OR 0.01 ACRES

EXHIBIT F

New legal description for Parcel Three
(730 28TH Street, Ogden, UT 84403)

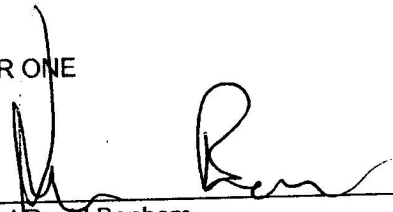
LOCATED IN LOT 4, BLOCK 2, PLAT "B", OGDEN CITY SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 28TH STREET, SAID POINT BEING NORTH 89°02'00" WEST (RECORD=WEST) 197.00 FEET FROM THE SOUTHEAST CORNER OF LOT 3, BLOCK 2, AND RUNNING THENCE NORTH 89°02'00" WEST 63.00 FEET; THENCE NORTH 00°58'00" EAST 80.00 FEET; THENCE SOUTH 89°02'00" EAST 100.00 FEET; THENCE SOUTH 00°58'00" WEST 48.00 FEET; THENCE NORTH 89°02'00" WEST 27.76 FEET; THENCE SOUTH 00°50'19" WEST 5.64 FEET; THENCE NORTH 89°09'41" WEST 9.25 FEET; THENCE SOUTH 00°58'00" WEST 26.34 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,868.31 SQ/FT OR 0.16 ACRES

4. The Parties represent that all mortgages, deeds of trust, or other financial obligations previously secured against their respective properties, as described in Exhibits A and B, have been released or re-conveyed of record prior to or at the time of the recording of this agreement, or that the beneficiary of any deed of trust or other financial obligation has consented to the recording of this agreement.
5. The terms of this Agreement shall run with the land and shall be binding upon all parties claiming by, through or under the Parties including, but not limited to, their purchasers, successors, assigns and lenders.
6. All easements of use or of record in existence on the date of this Agreement affecting, burdening or benefitting the Parties' properties shall remain in force and effect.
7. The terms of this Agreement represent the final and complete understanding of the Parties with respect to the issues described herein. Said terms incorporate and supersede all prior verbal and written representations, discussions and understandings between the Parties.
8. In the event of a default in the terms of this agreement or a disagreement as to the interpretation or implementation of said terms, the party alleging a default shall be entitled to bring an action in an appropriate court and shall be further entitled to recover, in addition to all other relief sought, reasonable attorney's fees and court costs.

OWNER ONE


By: Brad David Bonham

5-25-22


By: Ashlee Bonham

5-25-22

OWNER TWO


By: Brian G. Jang

5-26-22


ACKNOWLEDGMENT (Personal)

STATE OF UTAH)

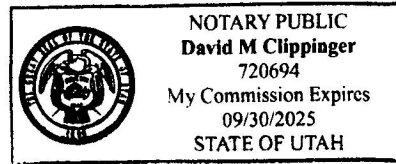
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COUNTY OF Davis)

On this 25 day of May, 2022, personally appeared before me Brad David Bonham and Ashlee Bonham, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.



NOTARY PUBLIC
My Commission Expires: 9-30-2025
Residing at: Farmington, Utah




ACKNOWLEDGMENT (Personal)

STATE OF UTAH)

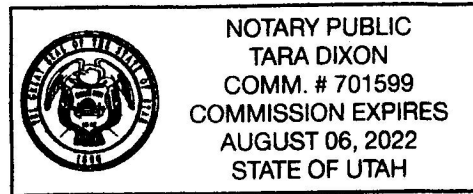
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COUNTY OF Weber)

On this 20 day of May, 2022, personally appeared before me Brian G. Jang, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.



NOTARY PUBLIC
My Commission Expires: August 06, 2022
Residing at: South Ogden, UT



Staff Use Only

Conditions of Approval:

Approved:

[Signature] 6-14-22
Community Development Director or his designee date

[Signature] 6-14-22
City Engineer date

[Signature] 6/13/2022
City Attorney date

OGDEN CITY APPROVAL

This lot line adjustment effected in the above deed(s) is hereby approved by the Community Development Director or Director's Designee of Ogden City, in accordance with the Ogden City Ordinance and the requirements of State law, this 14th day of June, 2022.

ATTEST:

[Signature]
City Recorder



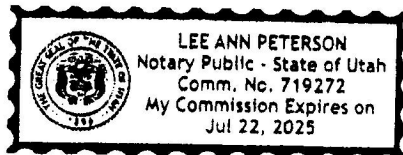
OGDEN CITY, a municipal corporation

By [Signature]
Community Development Director or Director's designee

ACKNOWLEDGEMENT

STATE OF UTAH)
 : §
COUNTY OF WEBER)

On this 14th day of June, 2022, personally appeared before me Greg Montgomery Community Development Director or Director's Designee, and the City Recorder, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.



[Signature]
NOTARY PUBLIC

My Commission Expires:

07-22-2025 Residing in Weber County, Utah.



Lot Line Adjustment Application

PREDEV000196-2022

Ogden City Development Services
 2549 Washington Blvd. Suite 240
 Ogden, Utah 84401
 (801) 629-8930

Please print legibly and complete all areas:

Applicant Information

Name: Ashlee Bonham

Address: 1123 Fairway Cir City: Farmington State: UT

Zip: 84025 Phone: 801-602-6850

E-mail (please print): bonhamcommercial@gmail.com

- The lot line adjustment can only be used if:**
- No new dwelling lot or housing unit results from the proposed lot line adjustment;
 - The adjoining real property owners that are subject to the lot line adjustment consent to the proposed adjustment, and have signed the deed, to be recorded at the Weber County Recorder's office, effectuating said lot line;
 - The lot line adjustment does not result in remnant land that did not previously exist; and
 - The adjustment does not result in violation of applicable zoning requirements

The purpose of a lot line adjustment is to relocate property boundary lines between adjoining lots with the consent of the owners of record.

- Submittal Checklist**
- The names and addresses of all property owners of record of the entire subdivision where the adjustment is taking place.
 - The completed deed(s) provided by Ogden City with accompanying exhibits.
 - The signatures indicating consent to the proposed change by all of the property owners of record where the lot line adjustment will occur.
 - A map or drawing showing existing lots/boundary lines and lots as they would exist after proposed lot line adjustment.
 - FEE: \$25**

Petition

I/We, Ashlee Bonham, the undersigned petitioners, petition for a lot line adjustment for the 3 (# of) parcels located at 740 28th St, Ogden, UT 84403
738 28th St, Ogden, UT 84403, 730 28th St, Ogden, UT 84403 Ogden, Utah,
 (addresses, separated by a comma)
01-049-0024, 01-049-0025, 01-049-0066
 referred to as parcel number(s) _____ (parcel numbers, separated by a comma)
 as shown on the accompanying map.

Name	Signature	Date	Address
Ashlee Bonham		4/4/2022	740, 730 28th ST, Ogden, UT 84403
Brad David Bonham		4/4/2022	740, 738 28th st, Ogden, UT 84403
Brian G. Jang			730 28th St, Ogden, UT 84403