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LEANN H KILTS, WEBER CTY. RECORDER
08-AUG-22 102 PM FEE \$.00 DC
REC FOR: OGDEN CITY

BOUNDARY LINE AGREEMENT & MUTUAL QUIT CLAIM DEED

This BOUNDARY LINE AGREEMENT AND MUTUAL QUIT CLAIM DEED (the "Agreement") is made effective this 8 day of August, 2022 ("Effective Date"), by and between the OGDEN CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, (the "Agency"); of 2549 Washington Blvd., Ste. 120, Ogden, Utah 84401, and ELIM EVANGELICAL LUTHERAN CHURCH, a Utah non-profit corporation (the "Church") of 575 23rd Street, Ogden, Utah 84401. The Agency and the Church are collectively referred to herein as the "Parties".

RECITALS:

A. The Parties are the owners of record of adjoining parcels or lots within Ogden City, Weber County, State of Utah. The Agency currently owns property at 555 23rd Street, Ogden, Utah 84401 ("Agency Property"), which is further described on Exhibit A. The Church currently owns property at 575 23rd Street, Ogden, Utah 84401 ("Church Property"), which is further described on Exhibit B.

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 the revised description of their respective boundary regarding the identification, alteration, or correction of their common boundary line. Attached hereto is Exhibit C which contains a description of the line that the Parties have each agreed to as their new common dividing line ("New Boundary 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, the Parties hereto intending to be legally bound and in consideration of the respective undertakings made and described herein, do agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.

2. **Conveyances by Quit Claim.** The Agency hereby quit claims and conveys to the Church all that property lying East of the Boundary Line, and the Church hereby quit claims and conveys to the Agency all that property lying West of the Boundary Line, to the extent such Parties have an interest.

3. New Legal Descriptions. 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 the Agency Property and **Exhibit E** contains the new legal description for the Church Property.

4. Encroachments. All existing improvements and all new 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.

5. Financial Encumbrances. The Church represents and warrants to the Agency that any and all mortgages, deeds of trust, or other financial obligations previously secured against the Church Property either did not attach to the property, if any, it is conveying to the Agency herein, which property, if any, is located West of the New Boundary Line, or 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. The Agency represents and warrants to the Church that the property it is conveying herein, which property, if any, is located East of the New Boundary Line, is free and clear of all liens and encumbrances caused or created by the Agency. The Parties make no other representations or warranties to each other that are not specifically set forth herein.

6. Binding Effect. 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, heirs and assigns.

7. Other Encumbrances. Notwithstanding the terms of Paragraph 5 above, any easements of use or of record in existence on the date of this Agreement, or created concurrently herewith, affecting, burdening or benefitting the Parties' properties shall remain in force and effect.

8. Amendment. Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the Parties, and attached hereto.

9. Default. In the event of default by either Party to this Agreement in any of the terms, provisions, covenants, or agreements to be performed by said Party under this Agreement and said defaulting Party fails to cure such default within sixty (60) days after written demand by the other Party, then the Party providing said notice of default shall thereafter have no further obligations to the defaulting Party hereunder. The defaulting Party shall be liable to the non-defaulting Party for any and all damages, costs and expenses incurred by the non-defaulting Party caused by the defaulting Party. Nothing herein shall limit the remedies in law or in equity available to the non-defaulting Party in the event this Agreement is terminated due to the default of a Party.

10. Successors. This Agreement shall be binding upon, and inure to the benefit of, the legal representatives, successors and assigns of the Parties hereto.

11. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.


IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth in the first paragraph as the Effective Date.

AGENCY:

OGDEN CITY REDEVELOPMENT AGENCY,
a public body, corporate and politic

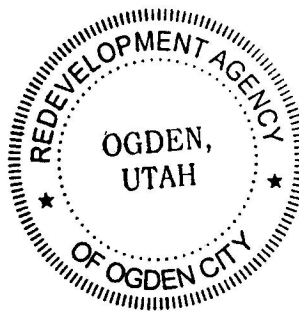
x By: 
Michael P. Caldwell, Executive Director

Attest:

By: 
Agency Secretary


Approved as to Form:

By: 
Office of Agency Attorney



CHURCH:

ELIM EVANGELICAL LUTHERAN CHURCH, a Utah non-profit corporation

By: 
Bruce Kolasch, Pastor

ACKNOWLEDGMENT (Corporate)

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 8th day of August, 2022, personally appeared before me, Michael P. Caldwell, who being by me duly sworn did say that he is the Executive Director of the Ogden City Redevelopment Agency, and that the foregoing instrument was signed on behalf of said entity, and he acknowledged to me that said entity executed the same.

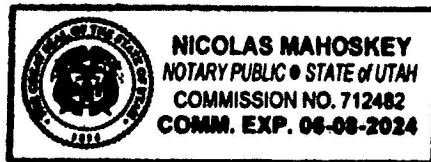


[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT (Corporate)

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 27 day of July, 2022, personally appeared before me, Pastor Bruce Kolasch, who being by me duly sworn did say that he is the authorized signor for the Elim Evangelical Lutheran Church, a Utah non-profit corporation, which is a land-owner and Party of this instrument, and that the foregoing instrument was signed on behalf of said entity, and he acknowledged to me that said entity executed the same.



[Signature]
NOTARY PUBLIC

EXHIBIT A

Property Owned by the Agency

Property Address: 555 23rd Street, Ogden, Utah 84401

A PART OF LOTS 2, 3, 4, 8, AND 9, BLOCK 30, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET WHICH IS NORTH 88°41'16" WEST 245.97 FEET AND NORTH 01°18'44" EAST 49.50 FEET FROM A STREET MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF BLOCK 30 "PLAT A" (BASIS OF BEARINGS IS NORTH 88°41'16" WEST 763.67 FEET MEAS. (763.85 FEET REC.) BETWEEN THE INTERSECTION MONUMENTS FOUND IN 24TH AND JEFFERSON AND IN 24TH AND ADAMS); RUNNING THENCE NORTH 88°41'16" WEST 219.54 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF RECORD OF SURVEY NO. 5106 AS RECORDED IN THE WEBER COUNTY SURVEYOR'S OFFICE; THENCE THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG SAID RECORD OF SURVEY; (1) NORTH 01°18' 56" EAST 153.49 FEET; (2) SOUTH 88°41'48" EAST 11.50 FEET; (3) NORTH 01°18'56" EAST 115.00 FEET; (4) SOUTH 88°41'48" EAST 5.60 FEET; (5) NORTH 01°19'05" EAST 229.87 FEET TO THE SOUTH LINE OF THAT PROPERTY AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE AS ENTRY NO. 1532971; THENCE SOUTH 88°41'16" EAST 138.03 FEET ALONG SAID PROPERTY LINE TO THE WEST LINE OF THAT PROPERTY AS RECORDED IN ENTRY NO. 2950152 IN THE WEBER COUNTY RECORDER'S OFFICE ; THENCE NORTH 01°18'44" EAST 165.00 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF 23RD STREET; THENCE SOUTH 88°41'16" EAST 45.38 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 01°18'44" WEST 331.68 FEET ALONG THE EAST LINE OF SAID PROPERTY AND THE EAST LINE OF ENTRY NO. 2819566 AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE TO THE SOUTH LINE OF THAT PROPERTY AS RECORDED IN BOOK 625 AT PAGE 162 IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°41'16" EAST 17.47 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 01°18'44" WEST 96.00 FEET TO THE SOUTH LINE OF THAT PROPERTY AS RECORDED IN ENTRY NO. 2821965 IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°41'16" EAST 1.53 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 01°18'44" WEST 235.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 108,323 SQUARE FEET OR 2.487 ACRES MORE OR LESS.

EXHIBIT B

Property Owned by the Church

Property Address: 575 23rd Street, Ogden, Utah 84401

A PART OF LOT 9 AND LOT 10, BLOCK 30, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF ENTRY NO. 1279168 AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE WHICH IS NORTH 01°18'44" EAST 381.18 FEET AND NORTH 88°41'16" WEST 182.47 FEET FROM A STREET MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF BLOCK 30 "PLAT A" (BASIS OF BEARINGS IS NORTH 88°41'16" WEST 763.67 FEET MEAS. (763.85 FEET REC.) BETWEEN THE INTERSECTION MONUMENTS FOUND IN 24TH AND JEFFERSON AND IN 24TH AND ADAMS); RUNNING THENCE NORTH 88°41'16" WEST 82.50 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THAT PROPERTY AS RECORDED IN ENTRY NO. 2819566 IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE NORTH 01°18' 44" EAST 331.68 FEET ALONG SAID EAST LINE AND ALONG THE EAST LINE OF THAT PROPERTY AS RECORDED IN ENTRY NO. 2950152 IN THE WEBER COUNTY RECORDER'S OFFICE TO THE SOUTH RIGHT-OF-WAY LINE OF 23RD STREET; THENCE SOUTH 88°41'16" EAST 215.47 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST LINE OF SAID ENTRY NO. 1279168; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID PROPERTY; (1) SOUTH 01°18'44" WEST 229.18 FEET; (2) NORTH 88°41'16" WEST 132.97 FEET; (3) SOUTH 01°18'44" WEST 102.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 57,838 SQUARE FEET OR 1.328 ACRES MORE OR LESS.

EXHIBIT C

New Common Boundary Line Description

A PART OF LOT 9, BLOCK 30, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 9 AND THAT PROPERTY AS RECORDED IN ENTRY NO. 2950152 IN THE WEBER COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 23RD STREET WHICH IS NORTH 88°41'16" WEST 310.32 FEET AND SOUTH 01°18'44" WEST 49.50 FEET FROM A STREET MONUMENT FOUND MARKING THE NORTHEAST CORNER OF BLOCK 30 "PLAT A" (BASIS OF BEARINGS IS NORTH 88°41'16" WEST 763.78 FEET MEAS. (WEST 763.85 FEET REC.) BETWEEN THE INTERSECTION MONUMENTS FOUND IN 23RD AND JEFFERSON AND 23RD AND ADAMS); RUNNING THENCE SOUTH 88°41'16" EAST 62.85 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 01°18'41" WEST 331.68 FEET TO THE SOUTH LINE OF SAID LOT 9 AND THE POINT OF TERMINATION.

EXHIBIT D

New legal description for property owned by the Agency

Property Address; 555 23rd Street, Ogden, Utah 84401

A PART OF LOTS 2, 3, 4, 8, AND OF 9, BLOCK 30, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET WHICH IS NORTH 88°41'16" WEST 245.97 FEET AND NORTH 01°18'44" EAST 49.50 FEET FROM A STREET MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF SAID BLOCK 30 (BASIS OF BEARINGS IS NORTH 88°41'16" WEST 763.67 FEET MEAS. (EAST 763.85 FEET REC.) BETWEEN THE INTERSECTION MONUMENTS FOUND ON 24TH AND JEFFERSON AND 24TH AND ADAMS); RUNNING THENCE NORTH 88°41'16" WEST 219.54 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF RECORD OF SURVEY NO. 5106 AS RECORDED IN THE WEBER COUNTY SURVEYOR'S OFFICE; THENCE THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG SAID RECORD OF SURVEY; (1) NORTH 01°18' 56" EAST 153.49 FEET; (2) SOUTH 88°41'48" EAST 11.50 FEET; (3) NORTH 01°18'56" EAST 115.00 FEET; (4) SOUTH 88°41'48" EAST 5.60 FEET; (5) NORTH 01°19'05" EAST 229.87 FEET TO THE SOUTH LINE OF THAT PROPERTY AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE AS ENTRY NO. 1532971; THENCE SOUTH 88°41'16" EAST 138.03 FEET ALONG SAID PROPERTY LINE AND THE SOUTH LINE OF THAT PROPERTY AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE AS ENTRY NO. 2941230 TO THE WEST LINE OF THAT PROPERTY AS RECORDED IN ENTRY NO. 2950152 IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE NORTH 01°18'44" EAST 165.00 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF 23RD STREET; THENCE SOUTH 88°41'16" EAST 62.85 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 01°18'44" WEST 427.68 FEET TO THE SOUTH LINE OF THAT PROPERTY AS RECORDED IN ENTRY NO. 2821965 IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°41'16" EAST 1.53 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 01°18'44" WEST 235.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 114,119 SQUARE FEET OR 2.620 ACRES MORE OR LESS.

EXHIBIT E

New legal description for property owned by the Church

Property Address: 575 23rd Street, Ogden, Utah 84401

A PART OF LOT 9 AND 10, BLOCK 30, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHWEST CORNER OF LOT 10 AND THE SOUTHEAST CORNER OF LOT 9 OF SAID BLOCK 30, WHICH IS NORTH 01°18'44" EAST 381.18 FEET AND NORTH 88°41'16" WEST 182.47 FEET FROM A STREET MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF BLOCK 30 "PLAT A" (BASIS OF BEARINGS IS NORTH 88°41'16" WEST 763.67 FEET MEAS. (EAST 763.85 FEET REC.) BETWEEN THE INTERSECTION MONUMENTS FOUND ON 24TH AND JEFFERSON AND 24TH AND ADAMS); RUNNING THENCE NORTH 88°41'16" WEST 65.03 FEET ALONG THE SOUTH LINE OF LOT 9; THENCE NORTH 01°18'44" EAST 331.68 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 23RD STREET; THENCE SOUTH 88°41'16" EAST 198.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 01°18'44" WEST 229.18 FEET ALONG THE EAST LINE OF SAID LOT 10; THENCE NORTH 88°41'16" WEST 132.97 FEET TO THE WEST LINE OF SAID LOT 10; THENCE SOUTH 01°18'44" WEST 102.50 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINS 52,043.22 SQUARE FEET OR 1.195 ACRES MORE OR LESS.