



"W2361731"

EN 2361731 PG 1 OF 8  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
27-AUG-08 1045 AM FEE \$1.00 DEP SPY  
REC FOR: OGDEN CITY

### PROPERTY LINE ADJUSTMENT

This Property Line Adjustment Agreement (the "Agreement") is made this 25<sup>th</sup> day of August 2008, by and between Ogden City Redevelopment Agency, a(n) governmental agency, (Party of the First Part); and Ogden City Redevelopment Agency, a(n) governmental agency (Party of the Second Part) (collectively the Parties).

### RECITALS

- A. The Parties are the owners of record of adjoining parcels or lots within Ogden City, Weber County Utah. The Party of the First Part currently owns property at The Junction between 23<sup>rd</sup> and 24<sup>th</sup> Streets east of Kiesel Avenue and West of Washington Blvd., which is further described on Exhibit A. The Party of the Second Part currently owns the property at The Junction between 23<sup>rd</sup> and 24<sup>th</sup> Streets east of Kiesel Avenue and West of Washington Blvd, 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 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 is a description of the line which the Parties have agreed to as their 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 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, The Party of the First Part and the Party of the Second Part hereby covenant and agree as follows:

1. The Party of the First Part hereby quit claims and conveys to the Party of the Second Part

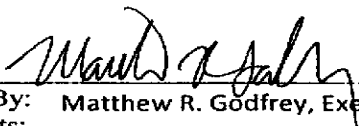
all that property lying Northerly of the Boundary Line as described as Exhibit C, and the Party of the Second Part hereby quit claims and conveys to the Party of the First Part all that property lying Southernly of the Boundary Line as described as Exhibit C, of which the Parties have interest.

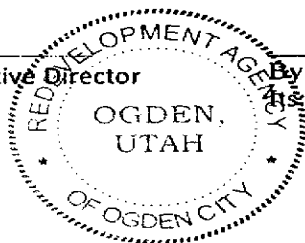
2. The legal descriptions of the lots or parcels created by this property line adjustment agreement are attached hereto. Exhibit D contains the new legal description for the property owned by the Party of the First Part. Exhibit E contains the new legal description for the property owned by the Party of the Second Part.
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 common property line created by this Property Line Adjustment.
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 reconveyed 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 Property Line Adjustment 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 record now in existence on 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.

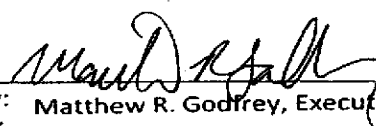
WITNESS the hand of said party of the first part this 25<sup>th</sup> day of August, 2008.

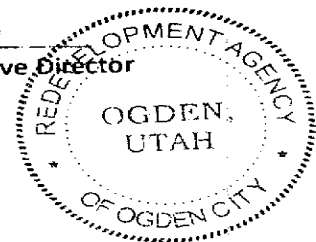
PARTY OF THE FIRST PART  
OGDEN CITY REDEVELOPMENT AGENCY

PARTY OF THE SECOND PART  
OGDEN CITY REDEVELOPMENT AGENCY

  
By: Matthew R. Godfrey, Executive Director  
Its:



  
By: Matthew R. Godfrey, Executive Director



ATTEST:

Lee Ann Peterson  
City Recorder - Acting

Approved as to Form:

Mark Smith  
Office of Agency Counsel

ACKNOWLEDGEMENT

STATE OF UTAH )  
 ) :SS.  
COUNTY OF WEBER )

On the 20<sup>th</sup> day of August 2008, personally appeared before me, Matthew R. Godfrey who being by me duly sworn did say that he is the Executive Director of the Ogden City Redevelopment Agency and that the within and foregoing instrument was signed in behalf of said Agency, said Matthew R. Godfrey duly acknowledged to me that said Agency executed the same and that the seal affixed is the seal of said Agency.



Tracy Hansen  
NOTARY PUBLIC

**EXHIBIT A**

(Existing Parcel A – Land Serial No. 01-100-0003) *pd*

Lot 11C

All of Lot 11C, Ogden City Entertainment Subdivision Phase 2, Amended, Lot 11 2<sup>nd</sup> Amendment.

**EXHIBIT B**

(Existing Parcel B - Land Serial No. 01-100-0002) *DB*

Lot 11B

All of Lot 11B, Ogden City Entertainment Subdivision Phase 2, Amended, Lot 11 2<sup>nd</sup> Amendment.

## EXHIBIT C

## THE JUNCTION LOTS 11B AND 11C LOT LINE ADJUSTMENT

COMMON BOUNDARY

A part of Block 32, Plat "A", Ogden City Survey, Ogden City, Weber County, Utah more particularly described as follows:

Beginning at a point on the Easterly right of way line of Kiesel Avenue which is 186.95 feet South  $1^{\circ}18'08''$  West from the Northwest Corner of Lot 11C Ogden City Entertainment Subdivision – Phase 2 (Amended) Lot 11 2<sup>nd</sup> Amendment; running thence South  $88^{\circ}41'52''$  East 99.53 feet; thence South  $30^{\circ}00'04''$  East 8.49 feet; thence South  $88^{\circ}40'03''$  East 83.34 feet to the Westerly right of way line of Washington Boulevard.

EXHIBIT D

(New Parcel A legal description)

LF.

LOT 11C

01-100-0004 (01-100-0003)

A part of Block 32, Plat "A", Ogden City Survey, Ogden City, Weber County, Utah more particularly described as follows:

Beginning at the intersection of the Easterly right of way line of Kiesel Avenue and the Southerly right of way line of 23<sup>rd</sup> Street said point also being the Northwest Corner of Lot 11C Ogden City Entertainment Subdivision - Phase 2 (Amended) Lot 11 2<sup>nd</sup> Amendment; running thence South 88°42'50" East 187.28 feet along said Southerly right of way line of 23<sup>rd</sup> Street to the West right of way line of Washington Boulevard; thence South 1°18'08" West 194.30 feet along said West right of way line; thence North 88°40'03" West 83.34 feet; thence North 30°00'04" West 8.49 feet; thence North 88°41'52" West 99.53 feet to the Easterly right of way line of Kiesel Avenue; thence North 1°18'08" East 186.95 feet along said Easterly right of way line Kiesel Avenue to the point of beginning.

Contains 35,639 Sq. Ft.  
or 0.818 acre

## EXHIBIT E

(New Parcel B legal description)

LOT 11B

01-100-0005 (01-100-0002, 0003)

A part of Block 32, Plat "A", Ogden City Survey, Ogden City, Weber County, Utah more particularly described as follows:

Beginning at Northwest Corner of Lot 11A Ogden City Entertainment Subdivision – Phase 2 (Amended) Lot 11 2<sup>nd</sup> Amendment, Ogden City, Weber County, Utah, which is 377.10 feet South 88°48'45" East, 180.56 feet North 1°18'53" East and 30.02 feet South 88°41'51" East from the Ogden City Monument located at the intersection of 24<sup>th</sup> Street and Grant Avenue; running thence Northeasterly five (5) courses along the Easterly right of way line of Kiesel Avenue as follows: North 1°18'08" East 87.74 feet; thence along the arc of a 70.00 foot radius curve to the right a distance of 39.68 feet (Central Angle equals 32°28'35" and Long Chords bears North 16°43'17" East 39.15 feet); thence North 33°38'38" East 165.02 feet; thence along the arc of a 130.00 foot radius curve to the left a distance of 73.24 feet (Central Angle equals 32°16'46" and Long Chords bears North 16°59'55" East 72.27 feet); thence North 1°18'08" East 11.77 feet; thence South 88°41'52" East 99.53 feet; thence South 30°00'04" East 8.49 feet; thence South 88°40'03" East 83.34 feet to the West right of way line of Washington Boulevard ; thence South 1°18'08" West 338.95 feet along said West right of way line to the North boundary line of said Lot 11A; thence North 88°41'51" West 305.52 feet along said North boundary line to the point of beginning.

Contains 88,249 Sq. Ft.  
or 2.026 Acres