



IVINS CITY

55 N. Main St. Ivins, UT 84738
Tel. 435-628-0606 Fax 435-656-2286
www.ivins.com

Application Fee \$200.00

Code: 402

LOT LINE ADJUSTMENT AGREEMENT

THIS AGREEMENT is made and entered into the ____ day of _____, 20____, by and between _____, the owner(s) of Parcel No. _____ and _____, the owner(s) of Parcel No. _____ (collectively referred to as the “Parties” or the “Adjoining Lot Owners”).

RECITALS

WHEREAS, Section 1-9a-103(36)(c) of the Utah Code Annotated and Section 15.02.102(37)(b) of the Ivins City Code both exempt lot line adjustment between adjoining lot owners, in which no new lot is created, from the approval and filing requirements of a subdivision, wherein at least one new lot is created, by excluding from the definition of the term “Subdivision” a recorded agreement between owners of adjoining unsubdivided properties adjusting their mutual boundary if no new lot is created and the adjustment does not violate applicable land use ordinances;

AGREEMENT

NOW, THEREFORE, in consideration of the terms and representations herein contained, the parties hereby represent and agree as follows:

1. The undersigned Adjoining Lot Owners hereby represent and agree: that they are the legal title owners of adjoining parcels of real property; that they mutually desire and agree to adjust the location of their mutual boundary line running between their adjoining parcels; that, in so adjusting their mutual boundary line, no new lot will be created thereby; and that the adjustment does not violate any applicable land use ordinances.
2. Attached hereto as Exhibit “A,” and by this reference incorporated herein, is a drawing showing the adjusted boundary line between the Adjoining Lot Owners, together with the new legal descriptions for each lot, as prepared and stamped by a Utah licensed Land Surveyor.
3. The Parties acknowledge that Ivins City has provided this form agreement as a courtesy only to the Parties and that the Parties should, and have had the opportunity to, seek legal counsel before executing and/or recording this agreement. The Parties further acknowledge and represent that Ivins City was not a party to the negotiations between the Adjoining Lot Owners for the lot line adjustment

and that Ivins City is not responsible for creating the new legal descriptions for the adjusted lots of the Adjoining Lot Owners. The undersigned Adjoining Lot Owners hereby waive any claims against Ivins City arising out of their lot line adjustment transaction and agree to indemnify and hold harmless Ivins City, its officers, employees, agents and assigns from any and all claims, loss and expense, including legal fees, for claims by any person or entity in connection with or related to the proposed lot line adjustment.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written

SIGNATURES OF ADJOINING LOT OWNERS:

Owner, Parcel No. _____

Co-Owner, Parcel No. _____

Owner, Parcel No. _____

Co-Owner, Parcel No. _____

STATE OF UTAH)
 : ss.
County of Washington)

On this ____ day of _____, 20____, before me personally appeared _____, owner(s) of Parcel No. _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are signed above on this Agreement, and acknowledged before me that they signed it voluntarily for its stated purpose.

Notary Public

STATE OF UTAH)
 : ss.
County of Washington)

On this ____ day of _____, 20____, before me personally appeared _____, owner(s) of Parcel No. _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are signed above on this Agreement, and acknowledged before me that they signed it voluntarily for its stated purpose.

Notary Public

IVINS CITY ACKNOWLEDGEMENT:

The undersigned Ivins City Zoning Administrator hereby acknowledges that the foregoing lot line adjustment does not appear to create a new lot nor violate any Ivins City Land Use Ordinances.

DATED: _____

IVINS CITY ZONING ADMINISTRATOR