



City Council Staff Report

Date:

August 21, 2024

**Prepared By: Logan Miner,
Parks and Recreation Director**

Public Hearing: N/A

Attachments:

**BLA
Resolution**

REQUEST

Consideration of a Boundary Line Agreement with Nebo School District

BACKGROUND & DESCRIPTION

The agreement outlined the adjustment of boundary lines between two adjacent properties owned by Mapleton and Nebo School District. This adjustment is intended to formalize the boundary lines for the construction of the new parks maintenance facility.

Both parties have agreed to reconfigure their existing parcels to better reflect the intended use and management of their properties. The reconfiguration will be done without subdividing the land or creating new tax parcels.

RECOMMENDATION

Staff recommends approving the Boundary Line Agreement with Nebo School District.

RESOLUTION NO. 2024-

CONSIDERATION OF A RESOLUTION APPROVING A BOUNDARY LINE AGREEMENT BETWEEN MAPLETON CITY AND NEBO SCHOOL DISTRICT

WHEREAS, Mapleton City Corporation ("Mapleton"), a municipal corporation of the State of Utah, is the owner of certain real property identified by tax parcel identification number 26:063:0153, located in Mapleton City, Utah County, Utah; and

WHEREAS, the Board of Education of Nebo School District ("NSD"), a body corporate and politic of the State of Utah, is the owner of certain real property identified by tax parcel identification number 26:063:0243, located in Mapleton City, Utah County, Utah; and

WHEREAS, both Mapleton and NSD desire to adjust the common boundary lines between their respective properties without effectuating a subdivision or creating any new tax parcels; and

WHEREAS, a Boundary Line Agreement has been prepared and agreed upon by both Mapleton and NSD to reconfigure the boundaries of the existing parcels, as described in the attached exhibits;

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, approving a boundary line agreement with Nebo School District.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH, This 21st, Day of August 2024.

Dallas Hakes, Mayor

ATTEST:

Camille Brown
City Recorder

When Recorded, Mail To:

Mapleton City	Nebo School District
125 W Community Center Way	350 South Main Street
Mapleton, UT 84664	Spanish Fork, UT 64660

Serial Nos.: 26:063:0153, 26:063:0243

(Space Above for Recorder's Use)

BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (this “**Agreement**”) is entered into as of the 14th day of August, 2024, by and between **MAPLETON CITY CORPORATION**, a municipal corporation of the State of Utah (“**Mapleton**”), and the **BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT**, a body corporate and politic of the State of Utah (“**NSD**”).

RECITALS

A. Mapleton is the owner of certain real property, identified by tax parcel identification number 26:063:0153, located in Mapleton City, Utah County, Utah, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. NSD is the owner of certain real property, identified by tax parcel identification number 26:063:0243, located in Mapleton City, Utah County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

C. Without effectuating a subdivision or creating any new tax parcels, the Parties have now agreed to adjust the common boundary lines between the Existing Parcels, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Recitals. The Parties hereto incorporate the above Recitals herein by this reference.
2. Reconfiguration of the Existing Parcels. The Parties hereby reconfigure the Existing Parcels as follows:

(a) the Existing Mapleton Parcel is reconfigured to the legal description set forth on Exhibit C (the “**New Mapleton Parcel**”); and

(b) the Existing NSD Parcel is reconfigured to the legal description set forth on Exhibit D (the “**New NSD Parcel**”).

(c) the New Boundary Line is described to the legal description set forth on Exhibit E (the “**New Boundary Line Survey Exhibit**”).

The New Mapleton Parcel and New NSD Parcel shall hereinafter be referred to individually as “**New Parcels**”.

3. Conveyance of Property. NSD hereby quitclaims to Mapleton any and all right, title, and interest in the New Mapleton Parcel to Mapleton. Mapleton hereby quitclaims to NSD any and all right, title, and interest in the New NSD Parcel to NSD, as of the date of this Agreement.

Notwithstanding anything to the contrary herein, the conveyance of parcels shall not include, and each Party specifically reserves and retains unto itself, any and all water rights or rights to the use of water whether appurtenant to each Party’s respective parcel or not in which each Party may have an interest. The Parties do not intend by the Agreement, or this exchange specifically, to transfer any water rights or rights to the use of water and it is the Parties’ intent that this conveyance shall not transfer any water rights or rights to the use of water by implication.

4. No Subdivision. The Parties hereto acknowledge that the purpose of this Agreement is to adjust the common boundary lines between the Existing Parcels and not to undertake a subdivision or the creation of additional tax parcels. The Parties originally held title to a single tax parcel each and there remains a single tax parcel each subsequent to the adjustment of the boundaries provided herein. Notwithstanding the foregoing, nothing herein limits the Parties or their successors-in-interest from the future subdivision of their respective New Parcels, either jointly or individually, as otherwise permitted by law.

5. Condition of the New Parcels. The Parties accept their respective New Parcel(s) and all aspects thereof in “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects. In connection with the foregoing, each Party hereto quitclaims to the other Party such easement rights, prescriptive or otherwise, that such Party may have to the other Party’s New Parcel(s).

6. Governmental Approvals. Mapleton, at Mapleton’s sole cost and expense, shall obtain any governmental or municipal approval that may be required or necessary to effectuate the intent of this Agreement, such as the preparation, filing and approval of a lot line adjustment application. NSD, at no cost to NSD, shall reasonably cooperate to obtain such approval, including signing any necessary or required applications or instruments. The Parties agree to be responsible for their respective attorney’s fees incurred in relation to any governmental or municipal approval, if any.

7. Integration; Modification. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.

8. Duration; Rights Run With the Land; Binding Effect. This Agreement shall be perpetual. Each of the agreements and rights contained in this Agreement shall: (i) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective New Parcels, or any portion of their respective New Parcels, each of whom shall be an intended beneficiary (whether third-party or otherwise) of the rights and agreements granted hereunder; (ii) run with the land; and (iii) remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrances, lien, judgment, easement, lease or other right affecting, the New Parcels, or any portion of the New Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

9. Further Action. The Parties shall execute and deliver all documents, provide all information, take or forbear from all action as may be reasonably necessary or appropriate to achieve the purpose of this Agreement.

10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

11. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

12. Recording. This Agreement shall be recorded with the Recorder's office of Utah County, State of Utah.

13. Counterparts. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument binding all of the Parties hereto, notwithstanding that all of the Parties may not have executed the original or the same counterparts. For all purposes, including without limitation, recordation, filing and delivery of this Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

14. Survey. The boundary lines between the respective parcels have been fixed or otherwise established by survey. A record of Survey Map has been duly filed with the Utah County Surveyor, as conducted and prepared by Gordon M. Haight III, License # 12653677-2201 of Atlas Engineering.

(Signatures and Acknowledgements to Follow)

**BOUNDARY LINE AGREEMENT SIGNATURE PAGE
FOR MAPLETON CITY**

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above given.

MAPLETON CITY CORPORATION
A municipal corporation of the State of Utah

DALLAS HAKES, Mayor

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

Signed before me by Dallas Hakes, Mayor, of Mapleton City Corporation, a municipal corporation of the State of Utah, on this ____ day of _____, 2024

Notary Public for the State of Utah

**BOUNDARY LINE AGREEMENT SIGNATURE PAGE
FOR NEBO SCHOOL DISTRICT**

BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT
A body corporate and politic of the State of Utah

LISA H ROWLEY, Board President

MICHAEL HARRISION, Business Administrator

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

Signed before me by Lisa H Rowley, Board President, and Michael Harrison, Business Administrator, of the Board of Education of Nebo School District, a body corporate and politic of the State of Utah, on this 14th day of August, 2024

Notary Public for the State of Utah

EXHIBIT A (to Boundary Line Agreement)

Legal Description of the Existing Mapleton Parcel

Serial No. 26:063:0153

BEGINNING AT A POINT WHICH LIES NORTH 00° 01' 55" EAST ALONG THE SECTION LINE 746.136 FEET WEST 280.090 FEET, ACCORDING TO COORDINATE BEARINGS, CENTRAL ZONE, FROM THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00° 49' 35" EAST ALONG A FENCE 83.91 FEET; THENCE NORTH 88° 36' 13" WEST 469.96' ALONG A FENCE. THENCE SOUTH 00°04'38" EAST 85.13'; THENCE SOUTH 88° 45' 00" EAST 468.61' TO THE POINT OF BEGINNING.

EXHIBIT B (to Boundary Line Agreement)

Legal Description of the Existing Nebo Parcel

Serial No. 26:063:0243

BEGINNING AT A POINT IN A FENCE LINE ON THE EAST SIDE OF A ROAD, WHICH POINT IS WEST ALONG THE SECTION LINE 940.02 FEET AND NORTH 373.73 FEET FROM THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 8 SOUTH RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00° 57' EAST 210.50' ALONG SAID FENCE LINE TO A FENCE LINE; THENCE SOUTH 88° 42' EAST 209.0 FEET ALONG SAID FENCE LINE TO A FENCE LINE; THENCE N 01° 53' EAST 188.0 FEET ALONG SAID FENCE LINE TO A FENCE LINE; THENCE SOUTH 87° 42' EAST 473.0 FEET ALONG SAID FENCE LINE TO A FENCE LINE; THENCE SOUTH 01° 14' WEST 288.5 FEET ALONG SAID FENCE LINE TO A FENCE LINE; THENCE NORTH 89° 19' WEST 435.5 FEET ALONG SAID FENCE LINE TO A FENCE LINE; THENCE SOUTH 01° 04' WEST 95.1 FEET ALONG SAID FENCE LINE TO A FENCE LINE; THENCE NORTH 89° 10' WEST 248.9 FEET TO THE POINT OF BEGINNING.

EXHIBIT C (to Boundary Line Agreement)

Legal Description of New Mapleton Parcel

BEGINNING AT A POINT WHICH LIES N 00° 01' 55" E 746.14' AND N 90°00'00" 280.09' FROM THE SOUTH EAST CORNER OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 90°00'00" E 17.62'; THENCE S 00°12'50" E 10.90, TO A POINT 1' NORTH OF EXISTING FENCE. THENCE N 88°01'45" W 455.35'. THENCE N 00°51'50" E 12.82'. THENCE N 88°45'00" W 13.25'. THENCE N 00°04'38" W 85.13'. THENCE S 88°36'13" E 469.96'. THENCE N 00°49'35" E 83.91' TO THE POINT OF BEGINNING.

CONTAINS 45,179 SQUARE FEET OR 1.04 ACRES

EXHIBIT D (to Boundary Line Agreement)

Legal Description of New Nebo Parcel

BEGINNING AT A POINT WHICH LIES S 88°58'50" W 940.02' AND N 01°01'10" W 373.73', FROM THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 8 SOUTH RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 00°04'10" W 210.50'; THENCE S 89°43'10" E 209.00'. THENCE N 00°51'50" E 176.85' TO A POINT 1' NORTH OF EXISTING FENCE. THENCE S 89°01'45" E 473.08'. THENCE S 00°12'50" W 279.91'. THENCE S 89°39'50" W 435.50' THENCE S 00°02'50" W 95.03' THENCE S 89°48'50" 247.81" TO THE POINT OF BEGINNING.

CONTAINS 182,863 SQUARE FEET OR 4.20 ACRES.

CHARDS
26:063:0079

REEN
26:063:0239

0"W 13.26'

'51'50"E 12.82'

NGLER
26:063:0238
2484-2018

IER
3:0240

N00°04'38"W 85.13'

N00°51'52"E 176.85'

Existing property
line

Proposed new
property line 1'
north of existing
fence

APPLETON CITY
PARCEL 26:063:0153
ENTRY 149705-2003
WARRANTY DEED

NEBO SCHOOL DISTRICT
PARCEL 26:063:0243

S88°36'13"E 469.96'

455.35'
N89°01'45"W 473.08'

EXISTING
FENCES (TYP)

P.O.B. PARCEL 26:063:0153

NEW COMMON BOUNDARY
1FT NORTH OF EX FENCE.

83.91'
S00°49'35"W 83.91'

2'50"W 279.91'

N90°00'00"E 17.6

S00°12'50"W 10

DOUGL
PARCE
WD 13

MAPL
PARC

FLOY
PAR



Existing property
line

Proposed new
property line 1'
north of existing
fence