

BOUNTIFUL

Bountiful City Ordinance No. 2025-12

MAYOR
Kendalyn Harris

CITY COUNCIL
Kate Bradshaw
Beth Child
Richard Higginson
Matt Murri
Cecilee Price-Huish

CITY MANAGER
Gary R. Hill

An Ordinance Amending Section 14-2-111 Approval/Review Bodies, Section 14-3-102 Definitions, and Section 14-20 Subdivision of the Land Use Code, Title 14, of the Bountiful City Code.

It is the finding of the Bountiful City Council that:

1. The City Council of Bountiful City is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the Bountiful City Code; and
2. The Planning Department recommends that various changes take place to provide order, accuracy, and clarifications for consideration; and
3. After review and a public hearing on June 17, 2025, the Bountiful City Planning Commission forwarded a positive recommendation to the City Council; and
4. The City Council of Bountiful City held a public hearing on this Ordinance on July 8, 2025, and considered the statements made from the public as well as the recommendations from the Planning Commission and the Staff.
5. The City Council of Bountiful City finds that these amendments are necessary and are in harmony with the objectives and purposes of the Bountiful City Land Use Code and the General Plan; and
6. The City Council of Bountiful City reviewed the proposed ordinance and finds that the proposed amendments are in the best interest of the health, safety, and welfare of the City and the public.


Be it ordained by the City Council of Bountiful, Utah:

SECTION I. Section 14-2-111 Approval/Review Bodies Chapter 2 – Administration and Procedures of the Land Use Code, Title 14 of the Bountiful City Code; are hereby amended as shown on Exhibit A.

SECTION II. Section 14-3-102 Definitions of Chapter 3 – Definitions of the Land Use Code, Title 14 of the Bountiful City Code; is hereby amended as shown on Exhibit B.

SECTION III. Sections 14-20-701, of Chapter 20 - Subdivisions of the Land Use Code Title 14 of the Bountiful City Code; is hereby added shown on Exhibit C.

Adopted by the City Council of Bountiful, Utah, this 8th day of July 2025.


Kendalyn Harris, Mayor

ATTEST:


Sophia Ward, City Recorder



1 **Exhibit A**
 2 **Section I**
 3 **14-2-111 APPROVAL/REVIEW BODIES**
 4

Item	Subcategory	Approval/Review Bodies			
		Staff	AC	PC	CC
Conditional Use Permit	Home Occupation Licenses & Commercial Business Operation	No	Final	No	No
	Detached Accessory Dwelling Units	No	Final	No	No
	All Others	No	No	Final	No
Internal Accessory Dwelling Units	All	Final	No	No	No
Subdivision	One-Family, Two-Family, and Townhomes Plat	Final	No	Preliminary	No
Subdivision	All Other Developments	No	No	Recommend	Final
Re-Zone	All	No	No	Recommend	Final
Land Use Code Text Amendment	All	No	No	Recommend	Final
Combine Lots/Lot Line Adjustment Boundary Adjustments	All	No Planning Director and City Engineer	Final No	No	No
Land Use Code/Map Interpretation	All	Planning Director	No	No	No
General Plan	All	No	No	Recommend	Final
Site Plan	Residential SFD	Final	No	Appeal	No
	Res SFD 150+ feet from street	No	Final	No	No
	All other Residential	No	No	Recommend	Final
	Res. SFD Accessory Structure	Final	No	No	No
	All other Res. Accessory Structure	Final	No	No	No
	Non-Residential	No	No	Recommend	Final
	Non-Residential Accessory Structure	Final	No	No	No
	All Non-SFD Residential Amend	No	No	Recommend	Final
	All Non-Residential Amend	No	No	Recommend	Final
Alteration and Modification of Non-Complying Site or Structure	Residential SFD	As Designated	All Others	No	No
	All Others	No	As Designated	All Others	No

Alteration and Modification of Non-Conforming Use	All	No	As Designated	All Others	No
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14-2-111 APPROVAL/REVIEW BODIES (CONTINUED)

Item	Subcategory	Approval/Review Bodies			
		Staff	AC	PC	CC
Easement Release	All	No	No	No	Final
Variance	All	No	No	Final	No
Drive Approach	Residential SFD	Final	No	No	No
	All Non-SFD (without site plan review)	Final	No	No	No
	All Non-SFD (with site plan review)	No	No	Recommend	Final
Interior Remodel	All	Final	No	No	No
Retaining Wall	All	Final	No	No	No
Signs	Commercial Pole/Monument – New Developments	No	No	Recommend	Final
	All Others	Final	No	No	No
Utility Connections	All	Final	No	No	No
Vacate/Abandon Public Property	All	No	No	Recommend	Final
Improve Public Property	All	No	No	Recommend	Final
ADA and FFHA Accommodations	All	Planning Director	No	No	No

Staff = The Planning, Engineering, and/or Building Department employees as assigned.

AC = Administrative Committee; As currently composed.

PC = Planning Commission; As currently composed.

CC = City Council; As currently composed.

8 [...]]

9 **Exhibit B**
10 **Section II.**

11 **CHAPTER 3**

12
13 **DEFINITIONS**

14
15 **14-3-102 DEFINITIONS**

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17 **XX BOUNDARY ADJUSTMENT:** An agreement between adjoining property owners to
18 relocate a common boundary that results in a conveyance of property between the
19 adjoining lots, adjoining parcels, or adjoining lots and parcels, which does not create an
20 additional lot or parcel.
21

22 **Exhibit C**
23 **Section III.**

24 **CHAPTER 20**

25
26 **SUBDIVISIONS**

- 27
28 **PART 1 GENERAL PROVISIONS**
29 **PART 2 SUBDIVISION APPROVAL PROCEDURE**
30 **PART 3 SUBDIVISION IMPROVEMENT REQUIREMENTS**
31 **PART 4 AMENDING OR VACATING A SUBDIVISION PLAT**
32 **PART 5 COMMERCIAL, CONDOMINIUM, AND PUD PLATS**
33 **PART 6 BOUNDARY ADJUSTMENTS**

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35 [...]

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37 **14-20-103 DEFINITIONS**

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39 A. The definitions of terms set forth in the Utah Municipal Land Use Development and
40 Management Act (§10-9a-101, et. Seq., of the Utah Code) are hereby adopted.

41
42 B. See Chapter 3 of this Title for the following definitions:

- 43
44 SUBDIVIDER
45 PROPERTY
46 MASTER STREET PLAN
47 MAJOR STREET
48 COLLECTOR STREET
49 MINOR STREET
50 UTILITIES
51 PUBLIC UTILITY EASEMENT
52 TOWN-HOUSE
53 AVERAGE SLOPE
54 **BOUNDARY ADJUSTMENT**

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56 [...]

57
58 **PART 6 - BOUNDARY ADJUSTMENTS**

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60 **14-20-701 PURPOSE AND PROCESS**

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62 The purpose of this section is to establish procedures and requirements for boundary
63 adjustments between adjoining parcels or lots within the City, in accordance with Utah
64 Code §10-9a-523, to promote orderly land development and facilitate efficient land use. All
65 boundary adjustment proposals shall be reviewed and approved by the Planning Director
66 and City Engineer of Bountiful City.



SIMPLE BOUNDARY ADJUSTMENT AGREEMENT

The Agreements and Conveyances set forth hereinafter are made and entered into by and between [Party 1], of [insert Party 1 address], (hereinafter referred to as "Party 1"), and [Party 2], of [insert Party 2 address], (hereinafter referred to as "Party 2"). All the Property described herein is in Davis County, Utah.

This Boundary Adjustment Conveyance Document is made in accordance with Utah Code § 57-1-45.5 between adjoining property owners adjusting their existing common boundary.

RECITALS

WHEREAS:

- A. "Party 1" is the owner of the following parcel of real property as reflected in the current instruments recorded at Entry Number _____ Book ____ at Page ____ of the _____ County records:

Parcel ID Number _____

[INSERT CURRENT PARTY 1 DESCRIPTION]

(Hereinafter referred to as the "**Party 1 Property.**")

- B. "Party 2" is the owner of the following parcel of real property as reflected in the current instruments recorded as Entry Number _____ Book ____ at Page ____ of the _____ County records:

Parcel ID Number _____

[INSERT CURRENT PARTY 2 DESCRIPTION]

(Hereinafter referred to as the "**Party 2 Property.**")

- C. Party 1 and Party 2 desire to adjust the boundary line between the **Party 1 Property** and the **Party 2 Property** to a more desirable position.

AGREEMENT AND CONVEYANCE

NOW THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for the purpose of permanently establishing an adjusted boundary line between the **Party 1 Property** and the **Party 2 Property**, Party 1 and Party 2 agree as follows:

1. The **Party 1 Property** shall henceforth be referred to as the "**Party 1 Adjusted Property**" and shall, based upon the adjusted boundary, be more particularly described as follows:

Party 1 Adjusted Property
Parcel ID _____

[INSERT PARTY 1 ADJUSTED DESCRIPTION]

2. The **Party 2 Property** shall henceforth be referred to as the "**Party 2 Adjusted Property**" and shall, based upon the adjusted boundary, be more particularly described as follows:

Party 2 Adjusted Property
Parcel ID _____

[INSERT PARTY 2 ADJUSTED DESCRIPTION]

3. A visual graphic prepared in accordance with §57-1-45.5(3)(a) depicting the affected properties with their former and new adjusted boundary location is attached as Exhibit ___.
4. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance with §57-1-45.5(3)(b) to describe permanent monuments defining the location of the established boundary between their respective parcels. The said survey was performed on [Date], by [Name of Company], of [City], Utah, and certified by [Surveyor Name], [License Number], as [Project Number]. The survey is filed in the office of the [County] Surveyor as [File Number].
5. In order to establish the adjusted boundary, Party 1 hereby relinquishes, conveys and quitclaims to Party 2 any right, title, interest and estate Party 1

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may have in the property described in Paragraph 2 above which lies within the adjusted boundary of the Party 2 Adjusted Property.

- 6. In order to establish the adjusted boundary, Party 2 hereby relinquishes, conveys, and quitclaims to Party 1 any right, title, interest, and estate Party 2 may have in the property described in Paragraph 1 above, which lies within the adjusted boundary of the Party 1 Adjusted Property.
- 7. Nothing contained herein shall be construed as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests or claims which otherwise inure to the benefit of Party 1 or Party 2.
- 8. The terms and conditions of this agreement shall be and hereby are agreed to be binding on the heirs, administrators, executors, personal representatives, successors, and/or assigns of the parties hereto and shall run with the property.

Dated this ____ day of _____, 20____,

Party 1

County of Davis)
State of Utah)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **Party 1**.

Notary Public

My commission expires:

County of Davis)
State of Utah)

Dated this ____ day of _____, 20____,

Party 2

County of Davis)
State of Utah)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **Party 2**.

Notary Public

My commission expires:

County of Davis)
State of Utah)

Notary Public

My commission expires:

EXHIBIT A

[Inset Graphic]

- Graphical exhibit of all properties affected by the adjustment, depicting:
 - Former boundary location
 - New boundary location
 - Size, shape and dimensions of each adjusted property, and
- A reference to a record of survey defined in Section 17-23-17, if conducted

DRAFT

EXHIBIT B Notice of Consent Simple Boundary Adjustment

I, _____, the designated Land Use Authority for Bountiful City, in accordance with §10- 9a-523 (3) or §17-27a-522 (3), hereby provide consent to a **Simple Boundary Adjustment** proposed by [Party 1] and [Party 2] that:

- (a) Includes the attached conveyance document that complies with §57-1-45.5;
- (b) Does not:
 - (i) affect a public right-of-way, county utility easement, or other public property;
 - (ii) affect an existing easement, onsite wastewater regulation, or an internal lot restriction; or
 - (iii) result in a lot or parcel out of conformity with land use regulations.

This notice of consent is an administrative act. The land use authority is not responsible for any error related to the boundary adjustment. The recording of a boundary adjustment does not constitute a land use approval. The land use authority may withhold approval of a land use application for property that is subject to a boundary adjustment if the county determines that the resulting lots or parcels are not in compliance with the county's land use regulations in effect on the day on which the boundary adjustment is recorded.

Signed this _____ day of _____, 20____.

_____ [signature]

_____ [printed name]

Designated Land Use Authority of Bountiful City



FULL BOUNDARY ADJUSTMENT AGREEMENT

The Agreements and Conveyances set forth hereinafter are made and entered into by and between [Party 1], of [insert Party 1 address], (hereinafter referred to as "Party 1"), and [Party 2], of [insert Party 2 address], (hereinafter referred to as "Party 2"). All the Property described herein is in Davis County, Utah.

This Boundary Adjustment Conveyance Document is made in accordance with Utah Code § 57-1-45.5 between adjoining property owners adjusting their existing common boundary.

RECITALS

WHEREAS:

- A. "Party 1" is the owner of the following parcel of real property as reflected in the current instruments recorded at Entry Number _____ Book ____ at Page ____ of the _____ County records:

Parcel ID Number _____

[INSERT CURRENT PARTY 1 DESCRIPTION]

(Hereinafter referred to as the "**Party 1 Property.**")

- B. "Party 2" is the owner of the following parcel of real property as reflected in the current instruments recorded as Entry Number _____ Book ____ at Page ____ of the _____ County records:

Parcel ID Number _____

[INSERT CURRENT PARTY 2 DESCRIPTION]

(Hereinafter referred to as the "**Party 2 Property.**")

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- C. Party 1 and Party 2 desire to adjust the boundary line between the **Party 1 Property** and the **Party 2 Property** to a more desirable position.

AGREEMENT AND CONVEYANCE

NOW THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for the purpose of permanently establishing an adjusted boundary line between the **Party 1 Property** and the **Party 2 Property**, Party 1 and Party 2 agree as follows:

1. The **Party 1 Property** shall henceforth be referred to as the “**Party 1 Adjusted Property**” and shall, based upon the adjusted boundary, be more particularly described as follows:

Party 1 Adjusted Property
Parcel ID _____

[INSERT PARTY 1 ADJUSTED DESCRIPTION]

2. The **Party 2 Property** shall henceforth be referred to as the “**Party 2 Adjusted Property**” and shall, based upon the adjusted boundary, be more particularly described as follows:

Party 2 Adjusted Property
Parcel ID _____

[INSERT PARTY 2 ADJUSTED DESCRIPTION]

3. A visual graphic prepared in accordance with §57-1-45.5(3)(a) depicting the affected properties with their former and new adjusted boundary location is attached as Exhibit __.
4. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance with §57-1-45.5(3)(b) to describe permanent monuments defining the location of the established boundary between their respective parcels. The said survey was performed on [Date], by [Name of Company], of [City], Utah, and certified by [Surveyor Name], [License Number], as [Project Number]. The survey is filed in the office of the [County] Surveyor as [File Number].
5. In order to establish the adjusted boundary, Party 1 hereby relinquishes, conveys and quitclaims to Party 2 any right, title, interest and estate Party 1

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may have in the property described in Paragraph 2 above which lies within the adjusted boundary of the Party 2 Adjusted Property.

- 6. In order to establish the adjusted boundary, Party 2 hereby relinquishes, conveys, and quitclaims to Party 1 any right, title, interest, and estate Party 2 may have in the property described in Paragraph 1 above, which lies within the adjusted boundary of the Party 1 Adjusted Property.
- 7. Nothing contained herein shall be construed as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests or claims which otherwise inure to the benefit of Party 1 or Party 2.
- 8. The terms and conditions of this agreement shall be and hereby are agreed to be binding on the heirs, administrators, executors, personal representatives, successors, and/or assigns of the parties hereto and shall run with the property.

Dated this ____ day of _____, 20____,

Party 1

County of Davis)
State of Utah)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **Party 1**.

Notary Public

My commission expires:

County of Davis)
State of Utah)

Bountiful City Department of Planning and Economic Development

Dated this ____ day of _____, 20____,

Party 2

County of Davis)
State of Utah)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **Party 2**.

Notary Public

My commission expires:

County of Davis)
State of Utah)

Notary Public

My commission expires:

EXHIBIT A

[Inset Graphic]

- Graphical exhibit of all properties affected by the adjustment, depicting:
 - Former boundary location
 - New boundary location
 - Size, shape and dimensions of each adjusted property, and
- A reference to a record of survey defined in Section 17-23-17, if conducted

DRAFT

EXHIBIT B Notice of Consent Full Boundary Adjustment

I, _____, the designated Land Use Authority for [City/County], in accordance with §10- 9a-523 (6) or §17-27a-522 (6), hereby provide consent to a Full Boundary Adjustment proposed by [Party 1] and [Party 2] that:

- (a) Includes the attached conveyance document that complies with §57-1-45.5;
- (b) Includes a reference to a survey that complies with §57-1-45.5(3)(b);
- (b) If required by local ordinance, includes a proposed plat amendment corresponding with the proposed full boundary adjustment, prepared in accordance with 17-27a-608; and
- (c) Does not:
 - (i) affect a public right-of-way, county utility easement, or other public property;
 - (ii) affect an existing easement, onsite wastewater regulation, or an internal lot restriction; or
 - (iii) result in a lot or parcel out of conformity with land use regulations.

This notice of consent is an administrative act. The land use authority is not responsible for any error related to the boundary adjustment. The recording of a boundary adjustment does not constitute a land use approval. The land use authority may withhold approval of a land use application for property that is subject to a boundary adjustment if the county determines that the resulting lots or parcels are not in compliance with the county's land use regulations in effect on the day on which the boundary adjustment is recorded.

Signed this _____ day of _____, 20__.

_____ [signature]

_____ [printed name]

Designated Land Use Authority of Bountiful City.

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