



When Recorded Return To:  
 South Utah Valley Solid Waste District  
 P.O. Box 507  
 Springville, Utah 84663  
 Attention: Terry Ficklin

ENT 8931:2022 PG 1 of 19  
 ANDREA ALLEN  
 UTAH COUNTY RECORDER  
 2022 Jan 20 3:47 pm FEE 0.00 BY LT  
 RECORDED FOR SOUTH UTAH VALLEY SOLID

Parcel IDs: 23-027-0008, 23-097-0024,  
 23-096-0002, 23-027-0030, 21-097-0010

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into effective as of the 6<sup>th</sup> day of January, 2022, by and between South Utah Valley Solid Waste District (the "District"), whose address is P.O. Box 507, Springville, Utah 84663, and Aileen H. Clyde, Trustee of The Aileen H. Clyde Trust dated September 27, 1988 ("Clyde"), whose address is 908 Hillcrest Drive, Springville, Utah 84663. The District and Clyde are sometimes referred to herein singularly as a "Party" and collectively as the "Parties".

A. The District owns four certain parcels of real property located in Springville City, Utah County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "District Property").

B. Clyde owns a certain parcel of real property located in Springville City, Utah County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Clyde Property" and together with the District Property, each a "Parcel" and collectively, the "Parcels").

C. The Clyde Property is situated to the west of a portion of the District Property and thereby shares a common boundary line. Pursuant to Utah Code Section 57-1-45, the Parties, without concern for any appraised or actual market value, if any, desire to adjust the common boundary line between the Parcels, as set forth below.

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. Boundary Lines. Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby agree that from and after the date of this Agreement the boundary and division line between the District Property and the Clyde Property is hereby adjusted so that (a) the District Property shall have the legal description set forth on Exhibit C attached hereto and incorporated herein by reference (the "Revised District Property"), (b) the Clyde Property shall have the legal description set forth on Exhibit D attached hereto and incorporated herein by reference (the "Revised Clyde Property"), and (c) the boundary line between the Revised District Property and the Revised Clyde Property shall be described on Exhibit E attached hereto and incorporated herein by reference. The foregoing adjustment is depicted on the Boundary Agreement Survey attached hereto as Exhibit

F. The file number of such Boundary Agreement Survey map that the Parties have prepared and filed in conjunction with this Agreement is [ 21-260 ].

2. Quitclaim. The District hereby remises, releases, and forever quitclaims to Clyde any and all right, title, and interest that the District may have in and to the Revised Clyde Property. Clyde hereby remises, releases, and forever quitclaims to the District any and all right, title, and interest that Clyde may have in and to the Revised District Property.

3. Rights run with the Land/Integration. The terms of this Agreement shall: (a) 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 Parcel, or any portion of their respective Parcel, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (b) shall run with the land; and (c) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

4. Integration; Modification. This Agreement 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.

5. Representations and Warranties.

(a) The District hereby represents and warrants to Clyde that the District is the sole legal owner of the District Property, and has full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement, when executed and delivered, will constitute the legal, valid and binding obligations of the District enforceable against the District in accordance with its terms.

(b) Clyde hereby represents and warrants to the District that Clyde is the sole legal owner of the Clyde Property and have full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement, when executed and delivered, will constitute the legal, valid and binding obligations of Clyde enforceable against Clyde in accordance with its terms.

6. General Provisions.

(a) No Waiver. No waiver of any default or breach hereunder by either Party shall be implied from any omission by the other Party to take action on account thereof, and no express waiver shall affect any default other than that specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by the other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

(b) Entire Agreement; Amendment. This Agreement, together with the Record of Survey, constitutes the entire agreement and understanding of the Parties and all prior or

concurrent agreements, whether written or oral, in regard to the subject matter hereof are and have been merged herein and superseded hereby. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by each Party. The recitals set forth in the beginning of this Agreement and the exhibits attached hereto are incorporated herein.

(c) Relationship of Parties. Nothing herein shall create or be construed to create any relationship of joint venture, equity venture, partnership or other relationship of any nature between the Parties.

(d) No Third-Party Beneficiary. Except as expressly set forth herein, this Agreement is made and entered into for the sole benefit of the District and Clyde and no third party shall have any right to any benefit hereunder.

(e) Binder Effect. This Agreement shall be binding on the Parties and their respective heirs, successor, and assigns.

(f) Notices. Any consent, request, notice or other communication required or contemplated by this Agreement shall be in writing and shall be deemed properly given (i) if hand delivered, when delivered; (ii) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; or (iii) if by Federal Express or other nationally recognized overnight courier service, on the next business day after delivered to such courier service for delivery on the next business day, to the addresses set forth above, or at such other address as the Party to be served with notice has furnished in writing to the Party seeking or desiring to serve notice as a place for the service of notice.

(g) Further Action. The Parties shall execute and deliver all documents, provide all information, and take or forebear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.

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

(i) Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.

(j) 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 provisions 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.

(k) Attorneys' Fees. In the event it becomes necessary for either Party or its successors and assigns to employ the service of an attorney in order to enforce such Party's rights under this Agreement with respect to the other Party hereto or its successors and assigns, either

with or without litigation, the non-prevailing Party in such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing such Party's rights under this Agreement.

(l) Counterparts. This Agreement may be executed and notarized in counterparts, all of which taken together shall constitute one agreement binding on all of the Parties, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective for all purposes as of the date first written above.

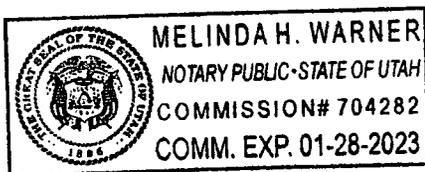
- Exhibit A – Legal Description of the District Property
- Exhibit B – Legal Description of the Clyde Property
- Exhibit C – Legal Description of Revised District Property
- Exhibit D – Legal Description of Revised Clyde Property
- Exhibit E – Legal Description of Boundary Line
- Exhibit E – Boundary Agreement Survey Map

**SOUTH UTAH VALLEY SOLID WASTE DISTRICT**

By: Brandon Gordon  
 Name: Brandon Gordon  
 Title: Chairman of the Board

STATE OF Utah }  
 }ss.  
 COUNTY OF Utah }

On this 11<sup>th</sup> day of January, 2022, personally appeared before me Brandon B Gordon, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.



Melinda H Warner  
 Notary Public  
 My Commission Expires: 1-28-2023



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE DISTRICT PROPERTY**

Tax Parcel No. 23:027:0008

Commencing at the Northwest corner of the Southwest quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 6.10 chains, thence South 88 3/4° East 3.08 chains; thence North 20' East 10 chains; thence North 88 3/4° West 3.20 chains; thence South 3.90 chains to the place of beginning.

Tax Parcel No. 23:027:0030

Commencing North 2245.33 feet and East 187.67 feet from the Southwest corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North 00°38'30" East 678.93 feet; thence South 89°08' East 329.42 feet; thence South 00°20' West 708.10 feet; thence North 84°05'36" West 332.36 feet; thence South 89°30' West 2.27 feet to the beginning.

Tax Parcel No. 23:096:0002

Commencing 34.34 chains North of the Southeast Corner of Section 36, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 9.24 chains, thence West 1.85 chains; thence South 9.24 chains; thence East 1.85 chains to the place of beginning.

Tax Parcel No. 23:097:0024

Commencing North 2247.35 feet and West 9.34 feet from the Southeast corner of Section 36, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°25'00" West 112.77 feet; thence North 17.94 feet; thence East 112.61 feet; thence South 00°27'17" East 19.09 feet to the beginning.

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112.77  
112.61  
19.09

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE CLYDE PROPERTY**

Tax Parcel No. 21:097:0010

Commencing South 35.85 chains and West 1.85 chains from the Northeast Corner of Section 36, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence West 5.5 chains; thence South 19.35 chains; thence East 5.5 chains; thence North 19.35 chains to the place of beginning.

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**EXHIBIT D**

**LEGAL DESCRIPTION OF REVISED CLYDE PROPERTY**

Tax Parcel No. 21:097:0010

Commencing South 35.85 chains and West 1.85 chains from the Northeast Corner of Section 36, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence West 5.5 chains; thence South 19.35 chains; thence East 5.5 chains; thence North 19.35 chains to the place of beginning; LESS AND EXCEPTING of a parcel of land located in the NW1/4 & SW1/4 of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian and the NE1/4 & SE1/4 of Section 36, Township 7 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point located on the easterly deed line as determined by Warranty Deed Entry No. 114747:2008, recorded October 22, 2008 in the office of the Utah County Recorder and 25 feet perpendicularly distant southerly from the center line of Center Street as determined by survey, said point being located N0°21'07"W 274.58 feet along the Section Line and N89°02'46"W 136.77 feet from the record location of the West Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being S0°21'29"E between the Witness Corner to the West Quarter and the Southwest Corner of said Section 31), said point also being located S89°32'19"W 136.70 feet from said Witness Corner to the West Quarter Corner; thence along said southerly line of Center Street S89°02'46"E 679.00 feet to the northerly extension of an existing fence; thence along said extension and existing fence line, more or less, S00°13'00"W 710.38 feet to an existing fence; thence along said fence line, more or less, the following two (2) courses: (1) N89°02'46"W 23.38 feet; (2) thence N82°54'24"W 310.26 feet to the Northeast deed corner as determined by Warranty Deed Entry No. 760:1997, recorded January 6, 1997 in the office of the Utah County Recorder; thence along said deed N89°25'26"W 344.97 feet to the easterly deed line as determined by Warranty Deed Entry No. 114747:2008, recorded October 22, 2008 in the office of the Utah County Recorder; thence along said deed line North 679.51 feet to the point of beginning.

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**EXHIBIT F**

**BOUNDARY AGREEMENT SURVEY**



**Aileen Clyde \_ 21:097:0010**



**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 01-21-2020

Employer Identification Number:  
84-6979159

Form: SS-4

Number of this notice: CP 575 B

AILEEN H CLYDE TR  
KEVIN CLYDE TTEE  
4065 EASY ST  
MOAB, UT 84532

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-6979159. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041

03/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

## Certification of Trust for the Aileen H. Clyde Trust dated September 27, 1988

Pursuant to Section 75-7-1013 U.C.A., this Certification of Trust is signed by the currently acting Trustees of the Aileen H. Clyde Trust dated September 27, 1988, as amended on December 3, 2015, who declare:

1. The Grantor of the trust is Aileen H. Clyde. The trust exists and is irrevocable by reason of the death of the Grantor which occurred on December 24, 2020.
2. The currently acting Trustees of the trust are HAL MICHAEL CLYDE, KEVIN EDWARD CLYDE, and JON COURTNEY CLYDE.

The address of the Trustee is: 4065 Easy Street, Moab, UT 84532

3. The Trustee Succession provisions are set forth in Paragraph 2 of the First Amendment to the Amended Trust Agreement ("The Eileen H. Clyde Trust"), which can be made available upon request.
4. The tax identification number of the trust is 84 - 6979159.
5. Title to assets held in the trust will be titled as:

**Hal Michael Clyde, Kevin Edward Clyde, and Jon Courtney Clyde,  
Trustees of the Aileen H. Clyde Trust dated September 27, 1988, and  
any amendments thereto.**

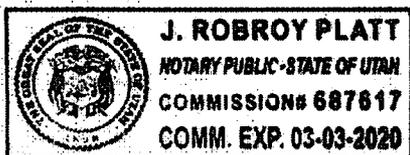
6. An alternative description will be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial or successor Trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.
7. Excerpts from the trust document that establish the trust, designate the Trustee, and set forth the powers of the Trustee will be provided upon request. The powers of the Trustee include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests, including the creation of cash and investment accounts with financial institutions for the management of trust assets.
8. The terms of the trust provide that a third party may rely upon this Certification of Trust as evidence of the existence of the trust and is specifically relieved of any obligation to inquire into the terms of this trust or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.
9. The trust has not been revoked, modified, or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

January 17, 2020.

Hal Michael Clyde  
HAL MICHAEL CLYDE, Trustee

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me on January 17, 2020, by Hal Michael Clyde, as Trustee.



J. Robroy Platt  
Notary Public

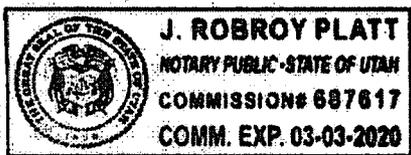
January 17, 2020.

Kevin Edward Clyde  
KEVIN EDWARD CLYDE, Trustee

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me on January 17, 2020, by Kevin Edward Clyde, as Trustee.

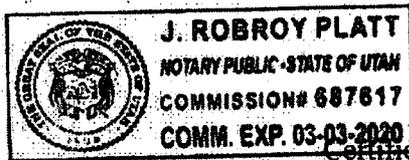
January 17, 2020.



Jon Courtney Clyde  
JON COURTNEY CLYDE, Trustee

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me on January 17, 2020, by Jon Courtney Clyde, as Trustee.



J. Robroy Platt

Recording Requested By  
Platt Law, P.C.

When Recorded Mail To:  
Platt Law, P.C.  
552 N 1440 E  
Lehi, UT 84043

**AFFIDAVIT AND CERTIFICATE OF TRUSTEE SUCCESSION**

STATE OF UTAH                    )  
  ).ss  
COUNTY OF UTAH                )

1. The name of the Trust to which this affidavit applies is the Aileen H. Clyde Trust.
2. The Trust was created on September 27, 1988 by Aileen H. Clyde as Grantor.
3. The Trust was completely amended and restated on July 17, 2008, and was further amended in part on December 3, 2015 under the document titled *First Amendment to the Amended Trust Agreement ("The Eileen H. Clyde Trust")*.
4. At all times until her death, Aileen H. Clyde served as Trustee.
5. The former Trustee, Aileen H. Clyde, is deceased (see attached death certificate).
6. The currently acting Trustees are HAL MICHAEL CLYDE, KEVIN EDWARD CLYDE, and JON COURTNEY CLYDE, having succeeded the former Trustee on December 24, 2020 by reason of death of the former Trustee pursuant to Paragraph 2 of the above described First Amendment to the Amended Trust Agreement's governing instrument which provides as follows (emphasis added):

**TWENTY-FIRST: SUCCESSOR TRUSTEES.** The TRUSTEE named herein shall continue as TRUSTEE of all trusts created hereunder until the TRUSTEE'S death, resignation, or disqualification. Upon the death, resignation, incapacity or disqualification of the initial TRUSTEE named herein, HAL MICHAEL CLYDE, KEVIN EDWARD CLYDE, and JON COURTNEY CLYDE, or the survivor(s), shall be appointed to serve as successor TRUSTEES of all trusts created hereunder with the same powers and discretions as are conferred upon the initial TRUSTEE named herein. Notwithstanding anything to the contrary in this paragraph, the GRANTOR, during the GRANTOR'S lifetime, shall have the power to remove the TRUSTEE named herein and any successor TRUSTEE or TRUSTEES by delivering to the TRUSTEE or TRUSTEES who are then acting written notice to that effect and naming an individual, individuals or corporate fiduciary to serve as TRUSTEE of all trusts created hereunder. In addition, after the death of the GRANTOR, a majority of the GRANTOR'S living children shall have the power to add a new trustee or to replace or remove any successor TRUSTEE or TRUSTEES of any trust created hereunder by delivering to the TRUSTEE or TRUSTEES who are then acting written notice to that effect and naming an individual, individuals or corporate fiduciary to serve as TRUSTEE or TRUSTEES of all trusts created hereunder. After the death of the GRANTOR, and the trust is divided into separate trusts for the GRANTOR'S children, each child shall have the power to designate the successor TRUSTEE and thereafter remove and change any successor TRUSTEE of the trust created for his benefit under Paragraph FIFTH, above. The

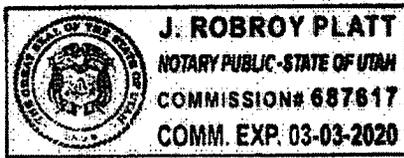
TRUSTEE and any successor TRUSTEE shall be entitled to resign at any time by giving written notice and an accounting to the GRANTOR during the GRANTOR'S lifetime, or, after the GRANTOR'S death, to the beneficiaries then entitled to receive income hereunder. The TRUSTEE or any successor TRUSTEE shall have the right, in the TRUSTEE'S discretion, to employ a corporate fiduciary to administer the trust properties, subject always to the same terms and conditions as set forth in this trust instrument and to the direction and control of the TRUSTEE.

7. This affidavit is being signed below by the currently acting Trustees of the Trust.

Dated this 17 day of January, 2020.

Hal Michael Clyde  
HAL MICHAEL CLYDE, Trustee

Subscribed and sworn to before me this 17 day of January, 2020.

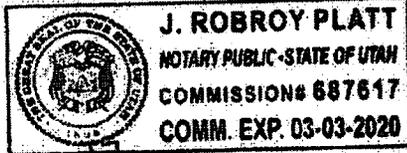


J. Robroy Platt  
Notary Public

Dated this 17 day of January, 2020.

Kevin Edward Clyde  
KEVIN EDWARD CLYDE, Trustee

Subscribed and sworn to before me this 17 day of January, 2020.

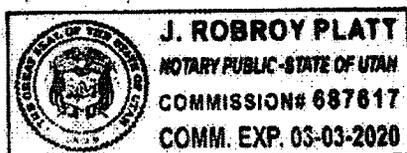


J. Robroy Platt  
Notary Public

Dated this 17 day of January, 2020.

Jon Courtney Clyde  
JON COURTNEY CLYDE, Trustee

Subscribed and sworn to before me this 17 day of January, 2020.



J. Robroy Platt  
Notary Public