

WHEN RECORDED, MAIL TO:

Bryan B. Davis  
1016 West 1665 North  
Orem, Utah 84057

ENT 86535;2008 PG 1 of 8  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 Aug 01 3:21 pm FEE 27.00 BY SS  
RECORDED FOR DAVIS, BRYAN

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**BOUNDARY AGREEMENT AND DECLARATION**

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This **BOUNDARY AGREEMENT AND DECLARATION** (this "**Agreement and Declaration**") is entered into as of the 26 day of June, 2008 by Charleen Bylund, an individual, with an mailing address of 261 North 400 East Lindon Utah 84042, and Bryan B Davis, an individual, with a mailing address of 1016 West 1665 North, Orem, Utah 84057 (said individuals being collectively referred to herein as the "**parties**").

**RECITALS**

A. Charleen Bylund owns a tract of land located in Utah County, State of Utah, City of Lindon (the "**Bylund Parcel**"), as described and outlined in attached Exhibit "A."

B. Bryan B. Davis owns a tract of land located in Utah County, State of Utah, City of Lindon (the "**Davis Parcel**") and situated immediately to the west and south of the Bylund Parcel, as described and outlined in attached Exhibit "B."

C. Charleen Bylund and Bryan B. Davis desire to adjust and establish a mutually acceptable boundary line between the Bylund Parcel and the Davis Parcel, all on the terms and conditions set forth in this Agreement and Declaration.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Agreement and Declaration, Charleen Bylund and Bryan B. Davis hereby agree and declare as follows:

**TERMS**

1. **Adjustments to Parcel Boundaries.** From and after the date hereof, the boundary between the Bylund Parcel and the Davis Parcel shall be adjusted, and (1) the legal description for the Bylund Parcel shall be, and, by the execution hereof, is, revised accordingly such that the legal description in attached Exhibit "C" shall henceforth be the correct legal description for the Bylund Parcel; and (2) the legal description for the Davis Parcel shall be, and, by the execution hereof, is, revised accordingly such that the legal description in attached Exhibit "D" shall henceforth be the correct legal description for the Davis Parcel

2. **Purpose and Confirmation.** This Agreement and Declaration is made for the purpose of establishing the common boundary line between the Bylund Parcel and the Davis Parcel, is not intended to effect a subdivision of either the Bylund Parcel or the Davis Parcel within the meaning of Utah law, and is intended to be subject to and made in compliance with any and all applicable zoning ordinances, laws, rules and regulations.

3. **Acknowledgment and Acceptance of Lindon City.** In order to certify to Charleen Bylund, Bryan B. Davis, and any respective successive interest holders in any part or all of the Bylund

Parcel or the Davis Parcel that the execution and recordation of this Agreement and Declaration shall be sufficient to effect the boundary and legal description adjustments described in paragraphs 1, above, subject to paragraph 2, above, Lindon City, Utah, a political subdivision of the State of Utah, has confirmed the same by its acknowledgment and consent to this Agreement and Declaration where indicated below.

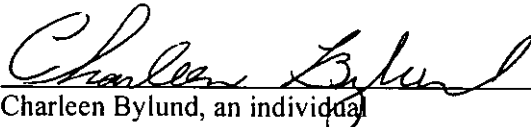
4. **General Provisions.**

a. **Assignees and Successors.** This Agreement and Declaration shall be binding upon and inure to the benefit of the respective successors and assigns of Charleen Bylund and Bryan B. Davis.

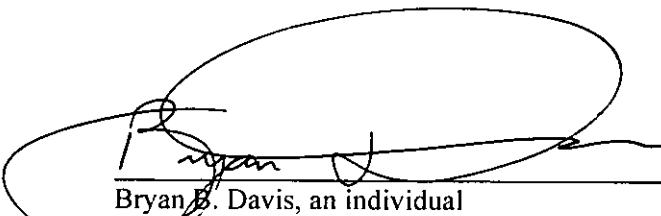
b. **Covenants Run With the Land.** This Agreement and Declaration (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Bylund Parcel or the Davis Parcel; and (c) shall benefit and be binding upon any person whose title is acquired by voluntary conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

c. **Applicable Law.** This Agreement and Declaration shall be construed, applied and enforced in accordance with the laws of the State of Utah and, shall be recorded in the Office of the Recorder.

IN WITNESS WHEREOF, the parties have caused this Agreement and Declaration to be executed as of the date first written above.

  
\_\_\_\_\_  
Charleen Bylund, an individual

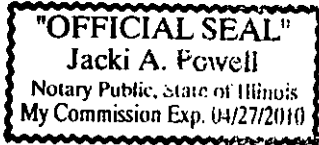
Dated: 7-1-08

  
\_\_\_\_\_  
Bryan B. Davis, an individual

Dated: 6-26-08

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF HANCOCK )

The foregoing instrument was acknowledged before me on the 1 day of <sup>July 9<sup>th</sup></sup> ~~June~~, 2008, by Charleen Bylund, an individual.



Jacki A Powell  
Notary Public

STATE OF Utah )  
 ) ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me on the 26 day of June, 2008, by Bryan B. Davis, an individual.

Tami Colledge  
Notary Public

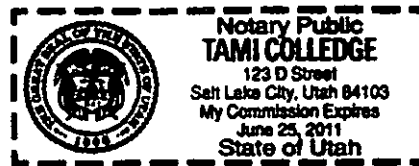


EXHIBIT A

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(Legal Description of the Bylund Parcel)

All of Lot 1, Plat "A", John Bylund Subdivision according to the official plat thereof on file in the office of the Utah County Recorder.

## EXHIBIT B

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(Original Legal Description Davis Parcel)

Commencing South 1980.95 feet and West 24.52 feet from the North Quarter Corner of Section 34, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South  $0^{\circ} 49' 23''$  East 30.17 feet; thence along a 15 foot radius curve to the left 12.82 feet (Chord ... Bears: North  $65^{\circ} 43' 55''$  West 12.43 feet); thence South  $89^{\circ} 47' 33''$  West 145.15 feet; thence South  $0^{\circ} 12' 27''$  East 134.65 feet; thence North  $89^{\circ} 6' 15''$  West 279.61 feet; thence North  $89^{\circ} 6' 15''$  West 215.5 feet; thence South  $1^{\circ} 14' 28''$  West 63.86 feet; thence North  $89^{\circ} 1' 27''$  West 258.08 feet; thence North  $0^{\circ} 23' 34''$  East 208.67 feet; thence North  $89^{\circ} 47' 35''$  East 908.61 feet to the point of beginning.

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## EXHIBIT C

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(New Legal Description Bylund Parcel)

Beginning at a point located  $S0^{\circ}12'25''E$  9.58 feet from the Northwest Corner of Lot 1. Plat "A", John Bylund Subdivision according to the official plat thereof on file in the office of the Utah County Recorder; thence  $S88^{\circ}52'12''E$  160.10 feet to the easterly line of said subdivision; thence along said subdivision the following (4) courses: southeasterly along the arc of a 15.00 foot radius non-tangent curve to the right (radius bears:  $S83^{\circ}19'41''W$ ) 1.65 feet through a central angle of  $6^{\circ}18'51''$  (chord:  $s3^{\circ}30'54''e$  1.65 feet); thence  $S0^{\circ}21'29''E$  122.79 feet; thence  $N89^{\circ}06'15''W$  160.50 feet; thence  $N0^{\circ}12'25''W$  125.08 feet to the point of beginning.

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**EXHIBIT D**

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**(Legal Description Davis Parcel)**

Beginning at the southwest corner of that real property described in Deed Entry No. 870:1995 in the office of the Utah County Recorder located N0°08'49"W along the Section Line 492.55 feet and East 1,717.81 feet from the West 1/4 Corner of Section 34, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence N0°23'34"E along said real property 208.66 feet; thence N89°47'35"E 908.61 feet; thence S0°49'23"E 29.93 feet to the intersection with the north line of PLAT "A", JOHN BYLUND SUBDIVISION; thence along said subdivision southeasterly along the arc of a 15.00 foot radius non-tangent curve to the right (radius bears: S48°06'43"W) 9.22 feet through a central angle of 35°12'57" (chord: S24°16'48"E 9.08 feet); thence N88°52'12"W 160.10 feet; thence S0°12'25"E 125.08 feet to that boundary line agreement described in Deed Book 2664 Page 618 in the office of the Utah County Recorder; thence N89°06'15"W along those boundary line agreements described in Deed Book 2664 Page 618 and in Deed Book 1629 Page 139 in the official records of Utah County, and an existing fence line 495.21 feet; thence S1°14'28"W along a fence line and that real property described in Deed Entry No. 870:1995 in the office of the Utah County Recorder 63.97 feet to that boundary line agreement described in Deed Entry No. 37730:2000 in the office of the Utah County Recorder; thence N89°01'27"W along said boundary line agreement and an existing fence line 258.08 feet to the point of beginning.

Contains: ± 3.14 Acres

ACKNOWLEDGMENT, APPROVAL AND CERTIFICATION

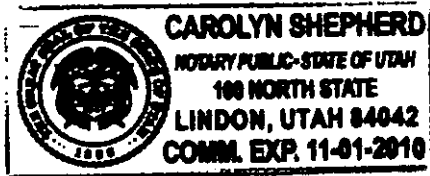
THIS IS TO CERTIFY THAT, upon appropriate execution and recordation of the same (i) the foregoing Boundary Agreement and Declaration is sufficient to effect the boundary and legal description adjustments set forth therein, (ii) no other municipal or regulatory approval is required in order to give effect to the foregoing Boundary Agreement and Declaration, (iii) the boundary and legal description adjustments do not result in a violation of applicable zoning ordinances, laws, rules or regulations, or effect a subdivision of the "Bylund Parcel" or the "Davis Parcel" (as each such term is hereinabove defined) and (iv) that by its execution below, Lindon City, Utah, a political subdivision of the State of Utah, acknowledges and approves of the boundary and legal description adjustments described in the foregoing Boundary Agreement and Declaration.

LINDON CITY, UTAH,  
a political subdivision of the State of Utah

By: Adam Coni E  
Its: Planning & Development Director  
Dated: 7/30/08

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF UTAH                )

The foregoing instrument was acknowledged before me on the 30 day of July, 2008, by Carolyn Shepherd, the Community Dev. Clerk of LINDON CITY, UTAH, a political subdivision of the State of Utah.



Carolyn Shepherd  
Notary Public