

This Agreement, made and executed this 10 day of March, A.D. 1976, by and between GREADICK CORPORATION, a Utah Corporation, hereinafter known as "Greadick", and KENT E. PRESTWICH and PAULINE L. PRESTWICH, his wife, and LLOYD PRESTWICH and VIRGINIA C. PRESTWICH, his wife, hereinafter known as "Prestwich".

WHEREAS, the parties hereto are the owners and possessors of adjoining tracts of land situated on the South side of 500 South Street in Bountiful, Utah, and

WHEREAS, a survey of the said adjacent tracts of land, as made by Jack P. Balling, a Licensed Utah Surveyor on October 28, 1972, indicates and shows that the possession lines on the ground do not coincide with the record title lines in the office of the Davis County, Recorder, and also discloses that each party's possession encroaches on the record title of the other party, and

WHEREAS, it is the intent and desire of the parties hereto to definitely establish a boundary line on the ground and on the records of said county which will agree and coincide with the possession of the parties, and to eliminate any encroachments which are in existence upon the terms and conditions hereinafter agreed upon,

NOW, THEREFORE, for and in consideration of the premises, and of the mutual benefit of the parties hereto, and in further consideration of the sum of \$10.00 by each party paid to the other, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

- 1. That the boundary line constituting a common boundary between the properties of the parties hereto shall be, and hereby is, declared to be along a line (as surveyed aforesaid) described as follows:

Beginning on the South line of 500 South Street at a point North 89°42' East 437.25 feet from the Northwest corner of Lot 2, Block K, North Mill Creek Plat, Bountiful Townsite Survey, which point is also 232.64 feet South 89°42' West along the South line of said street from its point of intersection with the West line of 200 West Street (the Northeast corner of said Lot 2), and which point is also marked by an existing nail or rivet in the sidewalk, and running thence South 0°18' East 360.39 feet at right angles to said street to the center line of Mill Creek.

- 2. Greadick hereby releases and relinquishes to Kent E. Prestwich and Lloyd Prestwich, as their interests appear of record, all of its right, title, claim, and interest in and to the property lying West of and contiguous to said line, and Prestwich hereby releases and relinquishes to Greadick all of their right, title, claim, and interest in and to the property lying East of and contiguous to said line.

- 3. As a part of the consideration herein, the parties hereto acknowledge that the existing curb and gutter, and the existing fence line, both cross the aforesaid line, and both parties agree to the relocation of such curb, gutter, and fence at any time in the future, providing that any cost incurred in the relocation of said curb, gutter, and/or fence shall be borne entirely by Prestwich, their heirs, successors, or assigns, and also providing that the curb and gutter (at such time of relocation) shall be installed to the same size and specifications as that in existence at the time of execution of this agreement.

It is further agreed by and between the parties hereto that the terms and provisions herein contained shall be, and hereby are, binding upon the heirs, successors, and assigns of the parties as to all agreements herein.

WITNESS OUR hands the day and year above written.

GREADICK CORPORATION,
BY: Leo J. Greaves
LEO J. GREAVES, PRESIDENT

Kent E. Prestwich
KENT E. PRESTWICH

Pauline L. Prestwich
PAULINE L. PRESTWICH

Lloyd Prestwich
LLOYD PRESTWICH

Virginia C. Prestwich
VIRGINIA C. PRESTWICH

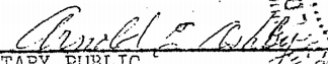
- Platted
- On Margin
- Compared
- Abstracted
- Indexed
- Entered

Recorded at Request of SECURITY TITLE COMPANY, Order No. 594 at 9:02 A.M. on MAR 16 1976 by MARGUERITE S. BOURNE Deputy Recorder Davis County Utah Page 644 Fee Paid 5.00

STATE OF UTAH §
 SS.
COUNTY OF SALT LAKE §

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On the 10 day of March, A.D. 1976, personally appeared before me KENT PRESTWICH and PAULINE L. PRESTWICH, his wife, and LLOYD PRESTWICH and VIRGINIA C. PRESTWICH, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



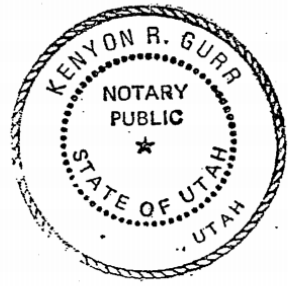
NOTARY PUBLIC


Residing at: SALT LAKE CITY, UTAH

My Com. Expires: Aug 17, 1975

STATE OF UTAH §
 SS.
COUNTY OF DAVIS §

On the 13 day of March, A.D. 1976, personally appeared before me LEO J. GREAVES, who being by me duly sworn, did say, that he is the President of GREADICK CORPORATION, a Utah Corporation, that he signed the within instrument for and on behalf of said corporation by authority of a resolution of its Board of Directors, and that said corporation executed the same.





NOTARY PUBLIC

Residing at: Bountiful, Utah

My Com. Expires: April 4, 1978