

98021332

RIGHT OF WAY AND EASEMENT AGREEMENT

7143241

The Right of Way and Easement Agreement is made and entered into this 12th day of August, 1998, by and between KENT L. WINDER and SHERRI J. WINDER, and VALLEY VIEW MEMORIAL PARK, a Utah corporation, "Grantors", and Winder Dairy, Inc., hereinafter sometimes referred to as "Grantee".

RECITALS

1. Grantors are the owners in fee simple, of certain parcels of real property, adjacent to one another and situated in Salt Lake County, State of Utah, the Westerly approximately 33 feet of which parcels are collectively more particularly described as follows:

Part of the South half of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at a point which lies South 0°01'25" West 902.49 feet along the center of Section line of said Section 6 from the North Quarter corner of said Section 6, said point lies at the southerly end of an existing 33.00 foot Right-of-Way and running thence East 33.00 feet; thence South 0°01'25" West 160.47 feet more or less to the North line of the Winder Dairy Parcel; thence North 89°09'11" West 33.00 feet along said line to the center section line; thence North 0°01'25" East 160 feet more or less along said line to the point of beginning.

Said property shall hereinafter be referred to as the "Right of Way Parcel".

2. Grantee is the owner, in fee simple of the following described parcel of real property, situated in Salt Lake County, State of Utah, which parcel shall hereinafter be referred to as the "Winder Dairy Parcel", and which is more particularly described as follows:

Beginning at a point on the Quarter Section Line; said point being South 00°01'25" West, 1062.784 feet from the North ¼ Corner of Section 6, Township 2 South, Range 1 West Salt Lake Base and Meridian; running thence East, 354.048 feet; thence South 00°29'45" West, 25.282 feet to an existing fence; thence South 00°29'45" West, 129.10 feet to an existing fence corner; thence following an existing chain link fence the following courses; South 03°10'21" West, 180.66 feet; thence South 03°23'00" West, 199.05 feet; thence South 78°37'03" West, 18.87 feet; thence North 85°33'53" West, 40.39 feet; thence North 85°15'18" West, 49.29 feet; thence North 81°28'26" West, 38.97 feet; thence North 70°50'37" West, 40.03 feet; thence North 74°29'02" West, 20.05

BK8151PG0566

feet; thence North 81°42'04" West, 30.10 feet; thence North 85°07'20" West, 50.26 feet; thence North 88°26'00" West, 76.84 feet; thence North 00°27'53" East, 219.17 feet; thence North 00°21'54" West, 136.72 feet; thence North 01°40'16" East, 21.29 feet; thence North 28°31'20" East, 9.53 feet; thence North 01°14'49" East, 39.52 feet; thence North 34°54'44" East, 3.89 feet; thence South 81°12'46" East, 20.314 feet to the Quarter Section Line; thence North 00°01'25" East, 69.858 feet along said Quarter Section Line to the point of beginning.

3. Access to the Winder Parcel may be obtained only over and across the Right of Way Parcel.

4. The parties hereto desire to establish the rights of the parties in and to the Right of Way Parcel and to provide for the use and maintenance of the Right of Way Parcel.

NOW, THEREFORE, in consideration of the above promises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned parties hereby agree as follows:

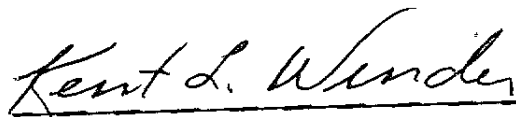
5. Grantors hereby grant and convey to Grantees, and their heirs, successors, and assigns, as an appurtenance to the Winder Parcel, a non-exclusive perpetual right of way and easement for ingress and egress to and from the Winder Parcel, over and across the Right of Way Parcel.

6. Grantee, its successors and assigns, shall be solely responsible for all maintenance and repair of the Right of Way Parcel, as per Attachment A.

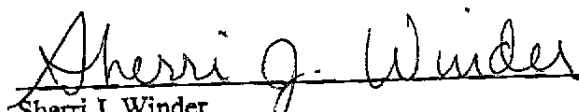
7. Grantors and Grantee mutually covenant between themselves that there shall be free and unrestricted access across the Right of Way Parcel, and that such access shall not be obstructed in any manner whatsoever.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement on the date hereinabove first written.

GRANTOR



Kent L. Winder



Sherri J. Winder

VALLEY VIEW MEMORIAL PARK, a Utah corporation

Robert W. Winder
Robert W. Winder, President

GRANTEE

WINDER DAIRY, INC., a Utah corporation

Gordon M. Liddle
Gordon M. Liddle, President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

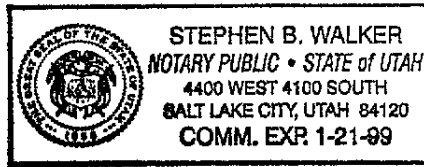
On the 17 day of August, 1998, personally appeared before me Kent W. Winder, the signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:

1-21-99

Stephen B. Walker
Notary Public
Residing at: SLC

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

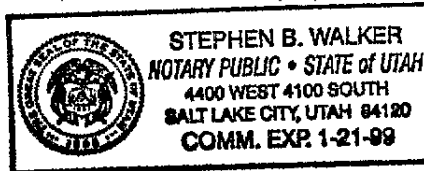


On the 12 day of August, 1998, personally appeared before me Sherri L. Winder, the signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:

1-21-99

Stephen B. Walker
Notary Public
Residing at: SLC



[additional notary acknowledgments on the following page]

BK8151PG0568

STATE OF UTAH)
)
) :ss
COUNTY OF SALT LAKE)

On the 13 day of August, 1998, personally appeared before me Robert W. Winder, President of Valley View Memorial Park, a Utah corporation, and the signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:
March 19, 2002

Jeanner Busgi
Notary Public
Residing at: Salt Lake County Utah

STATE OF UTAH)
)
) :ss
COUNTY OF SALT LAKE)

On the 12 day of August, 1998, personally appeared before me Gordon M. Liddle, President of Winder Dairy, Inc., a Utah corporation, and the signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:
1-21-99

Stephen B. Walker
Notary Public
Residing at: SLC

W:\4000\6493\0015\mnrighl\ofw\rygen.wpd



ATTACHMENT A

The Grantors, the property owners having residences along the Winder Dairy Lane, will agree to the Grantee's (Winder Dairy) request concerning the right of way based on the following objective: that the existing lane or right of way maintain its unique and traditional rural appearance.

To achieve that objective the following conditions are sought by the Grantors:

1. Current boundaries of the existing right of way will be determined and explained to the property owners prior to any further negotiations.
2. Any widening of the east or west side of the lane, or right of way, for traffic control, will be done only if specifically approved by the owners of the property across from which the widening is planned.
3. Any trimming or removing of trees, bushes or shrubbery on either side of the lane in front of any residences will be done only with that owner's express permission and such owner will have a consulting role in the cutting or trimming if they so desire.
4. The Grantee, Winder Dairy, will maintain the right of way including taking necessary steps (within the current year) to maintain the adjoining irrigation ditch in a natural manner free of waste and foreign matter, paving, and collecting and disposing of debris scattered along the right of way.
5. Any legal or maintenance expense required to implement this agreement will be the sole responsibility of the Grantee.
6. Representatives of the Grantors (property owners) and the Grantee (Winder Dairy) will meet semi-annually to mutually consider the problems this agreement may provoke.

W:\60006493\00154\mrightofwaygen.wpd

7143241
11/04/98 11:09 AM 19.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC. ST. R. FRESQUES , DEPUTY - WI