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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
WINDER & HASLAM
REC BY:Z JOHANSON DEPUTY - WI

When recorded, mail to:

Donald J. Winder
175 West 200 South, #4000
Salt Lake City, Utah 84101

RIGHT OF WAY AND EASEMENT AGREEMENT

This Right of Way and Easement Agreement is made and entered into this 1st day of MAY, 1995, by and between WINDER DAIRY, INC., a Utah corporation, hereinafter referred to as "Grantee," and VALLEY VIEW MEMORIAL PARK, INC., a Utah corporation, hereinafter referred to as "Grantor."

RECITALS

A. Grantor is the owner in fee simple, of a certain parcel of real property situated in Salt Lake County, State of Utah, which parcel shall hereinafter be referred to as the "Valley View Parcel," and which is more particularly described as:

Beginning at a point on the 1/4 Section line; said point being S00°01'25"W, 902.768 feet from the North 1/4 Corner of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian; Running thence East, 198.00 feet; thence South, 160.268 feet; thence West 198.00 feet to the 1/4 Section line; thence N00°01'25"E, 160.268 feet along said 1/4 Section line to the point of beginning. Contains 31,733 square feet or 0.7285 Acre. Serial No. 21-06-201-014.

B. 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 S00°01'25"W, 1062.784 feet from the North 1/4 Corner of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian; Running thence East, 354.048 feet; thence S00°29'45"W, 25.282 feet to an existing fence; thence S00°29'45"W, 129.10 feet to an existing fence corner; thence following an existing chain link fence the following courses; S03°10'21"W, 180.66 feet; thence S03°23'00"W, 199.05 feet; thence S78°37'03"W, 18.87 feet; thence N85°33'53"W, 40.39 feet; thence N85°15'18"W, 49.29 feet; thence N81°28'26"W, 38.97 feet; thence N70°50'37"W, 40.03 feet;

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thence N74°29'02"W, 20.05 feet; thence N81°42'04"W, 30.10 feet; thence N85°07'20"W, 50.26 feet; thence N88°26'00"W, 76.84 feet; thence N00°27'53"E, 219.17 feet; thence N00°21'54"W, 136.72 feet; thence N01°40'16"E, 21.29 feet; thence N28°31'20"E, 9.53 feet; thence N01°14'49"E, 39.52 feet; thence N34°54'44"E, 3.89 feet; thence S81°12'46"E, 20.314 feet to the Quarter Section Line; thence N00°01'25"E, 69.858 feet along said Quarter Section Line to the point of beginning. Serial No. 21-06-210-011.

C. Access to the Winder Dairy Parcel may be obtained only over and across the Valley View Parcel.

D. The parties hereto desire to establish the rights of the parties in and to the premises.

NOW, THEREFORE, in consider of the above premises and for payment of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned parties hereby agree as follows:

1. Grantor hereby grants, bargains, sells and conveys to Grantee and its respective successors and assigns, for the benefit of and as an appurtenance to the Winder Dairy Parcel, a non-exclusive right of way and easement, as more particularly described in paragraph 3 below, over and across the Westerly thirty (30) feet of the Valley View Parcel, more particularly described as follows:

Beginning at a point on the 1/4 Section line; said point being S00°01'25"W, 902.768 feet from the North 1/4 Corner of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian; Running thence N89°53'59"E, 33.00 feet; thence S00°01'25"W, 160.268 feet; thence West 33.00 feet to the 1/4 Section line; thence N00°01'25"E, 160.268 feet along said Section line to the point of beginning. A part of Serial No. 21-06-201-014.

This easement and right of way is superior and paramount to the rights of Grantor in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.

2. Grantee shall be solely responsible for all maintenance and repair of the property located within the right of way and easement granted herein, and shall have the right and use of the property located within the right of way and easement granted herein for all such purposes.

3. Further, Grantee is granted the following rights with regard to the property located within the right of way and easement granted herein:

a. the right, through itself or agents, to lay (underground or overhead), maintain, repair, operate, inspect, replace or remove (including digging trenches if necessary) any and all utility, communication, sewer or any other like or related equipment, pipes, lines or items; provided, in each instance, Grantee shall, as soon as is reasonably feasible, repair any damage or disturbance caused to the property subject to this right of way and easement by the exercise of its rights hereunder; and provided further, Grantee's rights hereunder shall in each instance be exercised so as not to impede or interfere with Grantor's use of the property subject to this right of way and easement; and

b. the right from time to time to perform landscaping, to re-asphalt or widen the existing or any future roadway, or to trim and to cut down and clear away any and all trees, branches, limbs, roots, bushes and brush now or hereafter situated on, under or over the property located within the right of way and easement granted herein; provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of the Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee; and

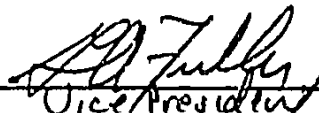
c. the right of ingress and egress to and from the Winder Dairy Parcel.

4. Grantor reserves the right to use the portion of the Valley View Parcel located within the right of way and easement granted herein for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted.

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

GRANTEE

WINDER DAIRY, INC.,
a Utah corporation

By 
Its Vice President

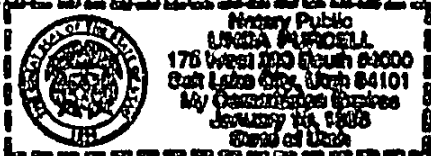
GRANTOR

VALLEY VIEW MEMORIAL PARK, INC.
a Utah corporation

By Phillip C. Winder
Its President

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

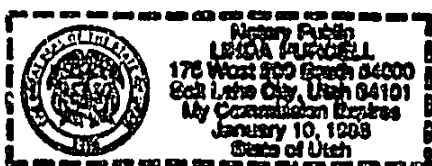
On the 1st day of May, 1995, personally appeared before me GILBERT A. FULLER the VICE PRESIDENT of Winder Dairy, Inc. one of the signers of the within instrument, who duly acknowledged to me that he executed the same for and on behalf of Winder Dairy, Inc.



Linda Purcell
NOTARY PUBLIC

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

On the 1st day of MAY, 1995, personally appeared before me PHILLIP C. WINDER the PRESIDENT of Valley View Memorial Park, Inc. one of the signers of the within instrument, who duly acknowledged to me that he executed the same for and on behalf of Valley View Memorial Park, Inc.



Linda Purcell
NOTARY PUBLIC