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05/02/95 2:11 PM 22.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
WINDER & HASLAM
REC BY: Z JOHANSON , DEPUTY - UI

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of May, 1995, by and between WINDER DAIRY, INC., a Utah corporation ("Winder") and VALLEY VIEW MEMORIAL PARK, INC., a Utah corporation ("Valley View").

WHEREAS, Winder is the owner of that certain parcel of real estate located in Salt Lake County, State of Utah, and more particularly described as follows:

Beginning at a point on the 1/4 Section line; said point being S00°01'25"W, 33 feet from the North 1/4 Corner of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian; Running thence East 33 feet; thence South 181.5 feet; thence West 33 feet to the 1/4 Section line; thence N00°01'25"E, 181.5 feet along said 1/4 Section line to the point of beginning. Serial No. 21-06-201-001.

(the "Property"); and

WHEREAS, Valley View desires to obtain the Property from Winder and Winder consents to transfer the Property to Valley View, all pursuant to the provisions and conditions hereof; and

WHEREAS, the Property contains an existing bituminous surface approximately 20 feet in width and running the length of the Property from North to South, which is a part of an existing roadway from 4100 South through to certain property owned by Winder (Salt Lake County Parcel No. 21-06-201-011, hereinafter referred to as the "Winder Dairy Parcel"), and commonly known as Winder Lane; and

WHEREAS, pursuant to prior agreements, Winder has certain

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obligations to maintain and repair Winder Lane; and

WHEREAS, Winder Lane traverses certain real property owned by various owners, being Salt Lake County Parcel Nos. 21-06-201-003, 21-06-201-004, 21-06-201-005, 21-06-201-006, 21-06-201-013 and 21-06-201-014 (the "Winder Lane Parcels"), and there is presently some question as to the existence of or extent of a right of way possessed by Winder and over the Westerly 30 feet of the Winder Lane Parcels.

NOW, THEREFORE, for and in consideration of the foregoing and the promises, conditions and covenants contained herein, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO TRANSFER PROPERTY. Winder hereby agrees to transfer and convey the Property to Valley View, in fee simple, upon the earliest of the following events to occur:

a. Upon Winder receiving a thirty foot (30') wide right of way and easement from the then owners of each of the Winder Lane Parcels, across the westerly thirty (30) feet of each said parcel, such that Winder possesses from 4100 South and through to the Winder Dairy Parcel, and with regard to each of the Winder Lane Parcels:

(i) 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 Winder shall, as soon as is reasonably feasible, repair any damage or disturbance caused to the property subject to the right of way and easement by the exercise of its rights thereunder; and provided further, Winder's rights thereunder shall in each instance be exercised so as not to impede or interfere with the owner's use of the property subject to the right of way and easement, and specifically will not hinder the owner's right of ingress and egress; and

(ii) 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 therein; provided, however, that all trees which Winder is authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of the owner of the parcel, but all tops, lops, brush and refuse wood shall be burned or removed by Winder; and

(iii) the right of ingress and egress to and from

the Winder Dairy Parcel.

b. Upon any material change in the legal ownership of Winder, which, for purposes of this Agreement, shall mean a sale or transfer of more than Fifty Percent (50%) of the issued and outstanding stock of Winder to a party not presently a shareholder of Winder or a member of the immediate family of such a shareholder. For purposes of this paragraph, a transfer by a current stockholder of Winder to a spouse, lineal descendent or spouse of a lineal descendent by gift, devise or inheritance shall not constitute a material change of ownership.

2. VALLEY VIEW RIGHT OF WAY. Winder hereby grants to Valley View, and its successors and assigns, a right of way and easement across the entire Property as described in this paragraph below. Additionally, Valley View agrees that in the event the Property is conveyed to Valley View by Winder, Valley View shall, in connection therewith, grant to Winder, or its successors or assigns, an identical right of way and easement across the entire Property as described below, to-wit:

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 the grantee of this right of way and easement shall, as soon as is reasonably feasible, repair any damage or disturbance caused to the Property by the exercise of its rights hereunder; and provided further, said grantee's rights hereunder shall in each instance be exercised so as not to impede or interfere with the then owner's use of the Property, and specifically will not hinder the owner's right of ingress and egress; 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; provided, however, that all trees which said grantee is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of the owner, but all tops, lops, brush and refuse wood shall be burned or removed by the grantee; and

c. the right of ingress and egress to and from Valley View's property (Serial No. 21-06-201-014) or the Winder Dairy Parcel respectively.

3. DUTIES OF MAINTENANCE. In the event a transfer of the Property occurs pursuant to this Agreement, Winder shall retain its duties and obligations of maintenance and repair of Winder Lane as presently in existence.

4. DEED. In the event a conveyance of the Property is effected pursuant to the terms hereof, Winder shall execute a Special Warranty Deed in favor of Valley View, transferring fee simple title to the Property to Valley View, free and clear of any and all liens, charges or encumbrances.

5. ASSIGNMENT. Neither Winder nor Valley View may assign this Agreement without the prior written consent of the other party.

6. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes any prior agreements. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties hereto.

7. WAIVER. No waiver of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party granting the waiver.

8. GOVERNING LAW. This Agreement shall be construed in accordance and governed by the laws of the State of Utah. Each party hereby represents and warrants to the other that it has full right, power and authority to enter into and perform this Agreement in accordance with the provisions hereof and that the execution and delivery of this Agreement have been duly authorized.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date and year first above written.

WINDER DAIRY, INC.

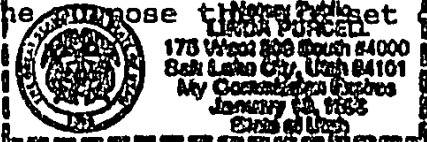
By *Gilbert Fuller*
Its *Vice President*

VALLEY VIEW MEMORIAL PARK, INC.

By *Phillip Winder*
Its *President*

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

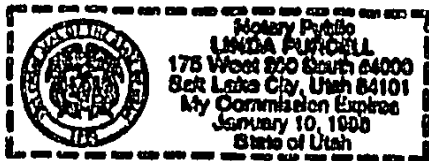
On this *1st* day of *MAY*, 1995, personally appeared before me *GILBERT A. FULLER*, who being duly sworn did say that he/she is the *VICE PRESIDENT* of Winder Dairy, Inc. and that he/she signed the above and foregoing Agreement for and on behalf of the said Winder Dairy, Inc. for the purpose therein set out.



Linda Purcell
NOTARY PUBLIC

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

On this *1st* day of *MAY*, 1995, personally appeared before me *PHILLIP C. WINDER*, who being duly sworn did say that he/she is the *PRESIDENT* of Valley View Memorial Park, Inc. and that he/she signed the above and foregoing Agreement for and on behalf of the said Valley View Memorial Park, Inc. for the purpose therein set out.



Linda Purcell
NOTARY PUBLIC

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