

WHEN RECORDED, RETURN TO:
Mind & Motion Utah 4400W LLC
c/o Jason W. Hardin
Fabian VanCott
215 South State Street, Suite 1200
Salt Lake City, UT 84111-2323

Affects: Parcel ID No. 21-06-201-019-0000
Parcel ID No. 21-06-201-021-0000
Parcel ID No. 21-06-201-024-0000

**AMENDMENT TO ADDENDUM TO
RIGHT OF WAY AND EASEMENT AGREEMENT**

This Amendment to Addendum to Right of Way and Easement Agreement amends in part that certain Addendum to Right of Way and Easement Agreement (the "Addendum") dated May 14, 2004, and recorded May 14, 2004, as Entry No. 9062266, at Book 8987, Pages 5739-5740, in the official records of Salt Lake County, State of Utah. The Addendum is made between certain property owners on Winder Lane (4400 West 4100 South, West Valley City, Utah), referred to as the "Grantors" and Winder Dairy, Inc., referred to as the "Grantee" in the Right of Way and Easement Agreement dated June 28, 1995, and recorded June 29, 1995, in the official records of Salt Lake County, State of Utah, as Entry No. 6110736, at Book 7177, Pages 2309-2316.

This AMENDMENT TO ADDENDUM TO RIGHT OF WAY AND EASEMENT AGREEMENT (the "Amendment") is made between Mind & Motion Utah 4400W LLC ("Mind & Motion") and Gordon Seth Horrocks and Katherine Yorgason Horrocks (collectively, the "Horrocks"), and the E.K. Winder Pool Association, Inc. ("EKWPA") effective as of the ____ day of January, 2020 (the "Effective Date"). Mind & Motion, the Horrocks and EKWPA may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. On May 14, 2004, the Addendum to Right of Way and Easement Agreement (the "Addendum") signed by "Grantee" Kent L. Winder as President of Winder Dairy, Inc., which was the owner of Parcel ID No. 21-06-201-019-0000 ("Parcel 201-019") at that time, was recorded in the official records of Salt Lake County, State of

Utah, as Entry No. 9062266, Book 8987, Pages 5739-5740. The Addendum states the following:

The following is an addendum to the right of way and easement agreement between property owners on Winder Lane (4400 West 4100 South, West Valley City, Utah), referred to as the "Grantors," and Winder Dairy, Inc., referred to as the "Grantee;" recorded with Salt Lake County on June 27, 1995; Entry # 6110736, Book 7177, Page 2309.

Grantee allows Grantors residential use of municipal and well water at no charge and without fee. Grantee also agrees to provide electricity at no charge and without fee to the home immediately adjacent to the north property line of Grantee.

B. The Horrocks currently own Parcel ID No. 21-06-201-021-0000, located at 4185 S. 4400 W., West Valley City, Salt Lake County, Utah 84120 ("Parcel 201-021") as joint tenants.

C. The "home immediately adjacent to the north property line of Grantee," as described in the Addendum, is the home on Parcel 201-021 currently owned by the Horrocks.

D. EKWPA currently owns Parcel ID No. 21-06-201-024-0000, located at 4121 S. 4400 W., West Valley City, Salt Lake County, Utah 84120 ("Parcel 201-024").

E. The "Grantors" referenced in the Addendum did not and do not include the Horrocks or the owners or prior owners of Parcel 201-021, EKWPA or the owners or prior owners of Parcel 201-024, or the prior owners of the parent to those two parcels, Parcel ID No. 21-06-201-014-0000 ("Parcel 201-014"), which previously included all of Parcel 201-021 and Parcel 201-024.

F. Mind & Motion currently owns Parcel ID No. 21-06-201-019-0000, located at 4100 S. 4400 W., West Valley City, Salt Lake County, Utah 84120 ("Parcel 201-019").

AMENDMENT TO THE ADDENDUM

NOW, THEREFORE, in consideration of the foregoing, which is a material part of this Agreement, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following Amendment to the Addendum:

1. Incorporation of Recitals. The recitals and understandings set forth above are incorporated into this amendment.

2. Parcel 201-021 Is No Longer Entitled to Electricity Under the Addendum. Parcel 201-021 and the home on it are no longer entitled to receive electricity at no charge and without fee from Parcel 201-019. Mind & Motion and future owners of Parcel 201-019 have no obligation to provide electricity at no charge and without fee to the home located on Parcel 201-021, which is immediately adjacent to the north property line of Parcel 201-019.

3. Parcel 201-024 Is Not Entitled to Electricity Under the Addendum. Parcel 201-024 contains no home upon it and is not and never has been entitled to receive electricity at no charge and without fee from Parcel 201-019. Mind & Motion and current and future owners of Parcel 201-019 have, and have had, no obligation to provide electricity at no charge and without fee to Parcel 201-024, which also is immediately adjacent to the north property line of Parcel 201-019.

4. The Addendum Provides No Right or Entitlement to Municipal or Well Water to Parcel 201-021 or to Parcel 201-024. The “Grantors” referenced in the Addendum did not and do not include the Horrocks or the prior owners of Parcel 201-021, EKWPA or the prior owners of Parcel 201-024, or the prior owners of the parent to those two parcels, Parcel 201-014, which previously included all of Parcel 201-021 and Parcel 201-024. Consequently, the Horrocks and the prior owners of Parcel 201-021 and EKWPA and the prior owners of Parcel 201-024 have never been and are not entitled to receive residential use of municipal water or well water at no charge and without fee from Parcel 201-019 or from Mind & Motion or the future owners of Parcel 201-019. Mind & Motion and the future owners of Parcel 201-019 have no obligation to allow the residential use of municipal water or well water (with or without fee) to the Horrocks or the future owners of Parcel 201-021 or to EKWPA or the future owners of Parcel 201-024.

5. Binding Effect. This Amendment shall run with the land and shall be binding upon and inure to the benefit of Mind & Motion, the Horrocks, and EKWPA and their respective heirs, personal representatives, successors and assigns.

6. Amendment. This Amendment may be amended only by a writing signed by all of the Parties hereto, and recorded in the official records of Salt Lake County, State of Utah.

7. Interpretation. This Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

8. Attorneys’ Fees. In the event of any legal, equitable or administrative action or proceeding brought by any Party against any other Party under this Amendment, the prevailing Party shall be entitled to recover reasonable fees of its attorneys and any costs incurred in such action or proceeding including costs of appeal, if any, in such amount as the court or administrative body having jurisdiction may award.

DATED this 24 day of February, 2020.


MIND & MOTION UTAH 4400W LLC:

By: 
Its: Manager

DATED this 19 day of February, 2020.

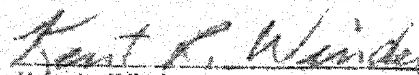

Gordon Seth Horrocks

DATED this 19 day of February, 2020.


Katherine Yorgason Horrocks

DATED this 24 day of JANUARY, 2020.

E.K. Winder Pool Association, Inc.:

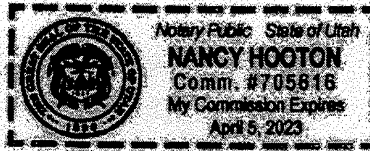
By: 
Kent L. Winder
Its: President and Director

STATE OF UTAH)
)
) : SS
COUNTY OF ~~Salt Lake~~)
 Summit)

The foregoing instrument was acknowledged before me this 24 day of February, 2020, by Brett Casarella Manager of Mind & Motion Utah 4400W LLC, the signer hereof, who duly acknowledged to me that he/she executed the same on behalf of Mind & Motion Utah 4400W LLC.

Nancy Hooton
Notary Public
Residing at Kamas, UT

My Commission Expires:
4-5-2023



STATE OF UTAH)
)
) : SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 19th day of February, 2020, by Gordon Seth Horrocks, the signer hereof, who duly acknowledged to me that he executed the same.

G ~ ms
Notary Public
Residing at 3637 S 300 W, LLC, Utah

My Commission Expires:
3/16/2020

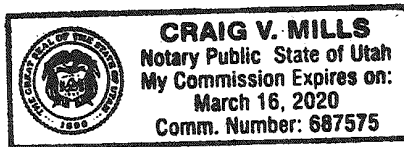


STATE OF UTAH)
)
) : SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 19th day of February, 2020, by Katherine Yorgason Horrocks, the signer hereof, who duly acknowledged to me that she executed the same.

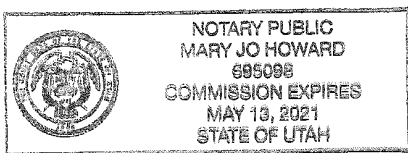
C. V. Mills
Notary Public
Residing at 3637 S 300 W, SLC, Utah

My Commission Expires:
3/16/2020



STATE OF UTAH)
)
) : SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 24th day of January, 2020, by Kent L. Winder, as President and Director of The E.K. Winder Pool Association, Inc., the signer hereof, who duly acknowledged to me that he executed the same on behalf of The E.K. Winder Pool Association, Inc.



Mary Jo Howard
Notary Public
Residing at West Jordan Utah

My Commission Expires:
May 13, 2021