

11178918

When recorded, return to:  
Ralph B. Johnson  
802 E. Winchester Street #100  
Murray, UT 84107

11178918  
5/6/2011 2:26:00 PM \$14.00  
Book - 9923 Pg - 599-601  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 3 P.

F-80593

**AMENDMENT TO CROSS-EASEMENT AND NON-COMPETITION AGREEMENT**

This AMENDMENT OF CROSS-EASEMENT AND NON-COMPETITION AGREEMENT is made this 5<sup>th</sup> day of May, 2011, by and between RALPH B. JOHNSON ("Johnson") and MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability company ("Miller").

WHEREAS, Riverton Center, LC and Fautin Enterprises, L.L.C executed an agreement entitled "Cross-Easement and Non-Competition Agreement" dated February 6, 2006, which is recorded in the Salt Lake County Recorder's Office as Entry No. 9632280, in Book 9253, pages 1343-60 ("Original Agreement"); and

WHEREAS, Johnson purchased land that is subject to the Prior Agreement from RIVERTON CENTER, LC, a Utah limited liability company; and

WHEREAS, Miller has succeeded to the interest of Fautin Enterprises, L.L.C. in respect of the "Behunin Property" as defined in the Original Agreement; and

WHEREAS, the Original Agreement states that its terms, conditions and benefits run with the land and are binding on successors and assigns and inure to their benefit; and

WHEREAS, the parties desire to amend the Original Agreement by removing the non-competition provision.

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties make the following agreement and covenant:

1. **Amendment.** The Original Agreement is amended to remove Section 10 entitled, "Covenant Not to Compete," in its entirety including all its sub-paragraphs, terms, covenants and requirements and such shall no longer exist and shall not run with the land. Hereafter the Original Agreement shall be read and interpreted as though Section 10, "Covenant Not to Compete," and all of its sub-paragraphs, terms, covenants and requirements had never been a part of the Original Agreement. Substituted therefor shall be the following: 10. "Intentionally Omitted"

2. **No Other Changes.** The Prior Agreement shall not be changed or amended in any other manner and shall continue.

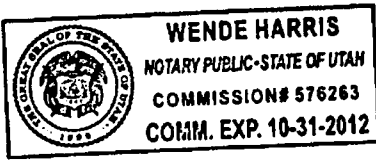
IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first above written.

Johnson: Ralph B. Johnson  
Ralph B. Johnson

Miller: Miller Family Real Estate, L.L.C.,  
a Utah limited liability company  
By: Stephen F. Miller  
Its: Stephen F. Miller, Vice-Operating Manager

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

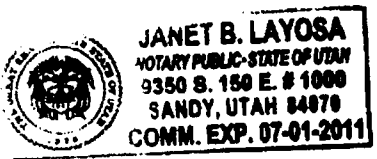
On this 6th day of May, 2011, personally appeared before me  
~~//////////////////////////////// personally known to me to be the ////////////////////////////////// of Ralph B. Johnson,~~  
~~who acknowledged to me that he signed the foregoing instrument as // for said~~  
~~entity, and the said // acknowledged to me that the said entity executed the~~  
~~same/ the signer of the within and foregoing instrument, who duly acknowledged~~  
to me that he executed the same.



Wende Harris  
Notary Public for Utah

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

On this 5th day of May, 2011, personally appeared before me  
Stephen F. Miller, Vice-Operating  
personally known to me to be the Manager of  
MILLER FAMILY REAL ESTATE, L.L.C., who acknowledged to me that he signed the  
foregoing instrument as the ~~Manager~~ Vice-Operating  
Stephen F. Miller acknowledged to me that MILLER FAMILY REAL ESTATE  
L.L.C. executed the same.



Janet B. Layosa  
Notary Public for Utah

**Exhibit "A"**  
**(Legal Description)**

Beginning at a point which lies East 670.72 feet along the North line of the Northwest quarter of Section 34, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and South 69.65 feet, said point also being on the East right-of-way line of Park Avenue Road from the Northwest corner of said section and running:

Thence North 44° 47' 34" East 25.27 feet along said line to the South right-of-way of 12600 South Street, said point also being on the arc of a 8,157.00 foot radius curve: Thence the following (2) courses along said right-of-way line: 1) Easterly 63.83 feet along said curve to the right (Center bears South 00° 14' 02" East) through a central angle of 0° 26' 54" to a point of tangency; 2) South 89° 47' 08" East 567.26 feet; thence South 289.08 feet; thence West 647.75 to said East right-of-way line; thence North 00° 14' 26" West 273.26 feet more or less along said line to the point of beginning.

The following is shown for information purposes only: 27-34-102-007

