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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

Recording Requested By and
When Recorded Return to:
C & N Investments, LLC
Attn: Ryan Forsyth
1835 South Highway 89
Perry, UT 84302

112224-JCP

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

FIRST AMENDMENT TO CROSS-EASEMENT, RIGHTS-OF-WAY AND RESTRICTION AGREEMENT

This FIRST AMENDMENT TO CROSS-EASEMENT, RIGHTS-OF-WAY AND RESTRICTION AGREEMENT ("**First Amendment**") is made and entered into as of the 18 day of May, 2020, by and among RALPH B. JOHNSON, an individual ("**Johnson**"), QQ UTAH 3, LLC, a Delaware limited liability company, and OVERLAND PETROLEUM, LLC, a Utah corporation, as successor in interest to Miller Family Real Estate, L.L.C. ("**Overland**"). Johnson and Overland may each be referred to herein individually as a "**Current Owner**" and collectively as the "**Current Owners**".

WITNESSETH

A. In order to make integrated use of their respective properties as a retail shopping complex (the "**Shopping Center**") and to provide for other agreements contained therein, Ralph B. Johnson, an individual and Miller Family Real Estate, L.L.C., a Utah limited liability company, entered into that certain Cross-Easement, Rights-of-Way and Restriction Agreement ("**CERWRA**") dated May 5, 2011, and recorded May 6, 2011, as Instrument No. 11178920 of Official Records of Salt Lake County, Utah. Except as otherwise expressly provided herein, the capitalized terms used in this First Amendment shall have the same meanings set forth in the CERWRA;

B. Overland Petroleum, LLC acquired the Miller Family Real Estate, L.L.C. parcel and currently operates a convenience store upon their parcel;

C. QQ Utah 3, LLC acquired a portion of the Ralph B. Johnson parcel and currently operates a tunnel car wash upon such parcel;

D. Ralph B. Johnson currently owns the remaining parcel located directly to the west of the QQ Utah 3, LLC parcel;

E. The Current Owners are all of the current owners of the Shopping Center, as more particularly described in Exhibit A attached hereto.

F. The TERMS:

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of each Current Owner as hereinafter set forth, the Current Owners, as all of the Parties under the CERWRA, agree as follows:

1. From and after the date of this First Amendment, Section 5.1, Restriction on Use of Johnson Property, of the CERWRA shall be stricken in its entirety and replaced as follows:

“For as long as the Miller Property is open and operating as a Fuel Sales Facility (as defined herein), no part of any of the property owned by Ralph B. Johnson on April 1, 2020, shall be developed or used as a Fuel Sales Facility. As used herein a “Fuel Sales Facility” shall mean fuel pumps, fuel storage tanks, piping, fuel tank filling ports, and any other facilities and/or equipment generally associated with the selling and dispensing of gasoline, natural gas, motor fuel and/or other petroleum fuel (including packaged and non-packaged petroleum products) for motor vehicle servicing.”

IN WITNESS WHEREOF, this First Amendment has been duly executed by the Current Owners, as the current parties to the CERWRA, and is effective as of the day and year first above written.

[Signature Pages Follow]

**SIGNATURE PAGE TO FIRST AMENDMENT TO
CROSS-EASEMENT AGREEMENT**

“JOHNSON”

RALPH B. JOHNSON,
an individual

By: *Ralph B. Johnson*
Name: Ralph B. Johnson
Its: _____

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
County of Salt Lake)

On March 27, 2020, before me, Andrea Nelson, Notary Public, personally appeared Ralph B. Johnson who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

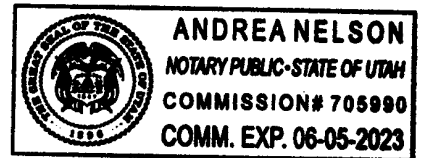
I certify under PENTALTY OF PERJURY under the laws of the State of ^{Utah}~~Arizona~~ that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Andrea Nelson*

(Seal)

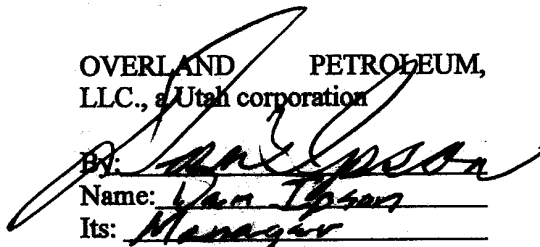
[SIGNATURES CONTINUE]



**SIGNATURE PAGE TO FIRST AMENDMENT TO
CROSS-EASEMENT AGREEMENT**

“OVERLAND PETROLEUM”

OVERLAND PETROLEUM,
LLC., a Utah corporation

By: 
Name: Dan Ipsen
Its: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
County of Weber)

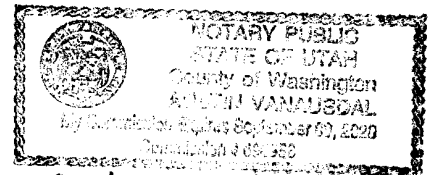
On 9/19/20, before me, Austin Vanausdal, Notary Public, personally appeared DANNY IPSEN who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENTALTY OF PERJURY under the laws of the State of Utah that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



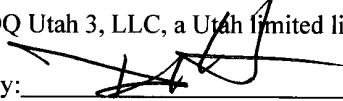
[SIGNATURES CONTINUE]

County of Washington
Austin Vanausdal
com # 690958
com exp. Sep. 9, 2020

**SIGNATURE PAGE TO FIRST AMENDMENT TO
CROSS-EASEMENT AGREEMENT**

“QQ Utah 3”

QQ Utah 3, LLC, a Utah limited liability company

By: 

Name: Dallas Hakes

Its: CO. Manager

ACKNOWLEDGMENT

STATE OF Utah)

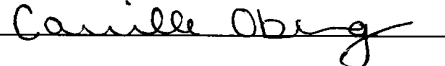
) ss.

County of Utah)

On May 18 2020, before me, Camille Oberg, Notary Public, personally appeared Dallas Hakes who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENTALTY OF PERJURY under the laws of the State of Utah that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

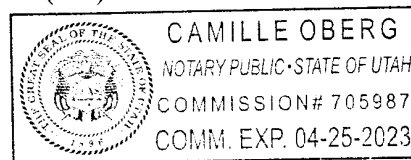


EXHIBIT A

LEGAL DESCRIPTION

Lot 1A, Park Avenue Retail Plat 1 Amended, recorded on December 10, 2018 as Entry No. 12900224, Book 10737, Page 1789, in the Salt Lake County Recorder's Office.

Lot 1B, Park Avenue Retail Plat 1 Amended, recorded on October 18, 2018 as Entry No. 12870331, Book 10722, Page 8173-8174, in the Salt Lake County Recorder's Office.

Lot 2, Park Avenue Retail Plat 1, recorded on September 25, 2014 as Entry No. 11919194, Book 10262, Page 8033-8037, in the Salt Lake County Recorder's Office.