

When recorded, return to:

Kick Creek, L.L.C.
Attn: Barrett Peterson
101 South 200 East, Suite 450
Salt Lake City, Utah 84111

Parcel ID Nos. 27172510200000; 27172510210000; 27172510190000

FIRST AMENDMENT TO THE CROSS ACCESS EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO THE CROSS ACCESS EASEMENT AGREEMENT ("**First Amendment**") is made to be effective as of this 17 day of December 2025 by Kick Creek, L.L.C., a Utah limited liability company ("**Kick Creek**"), and SIS 011, LLC, a Utah limited liability company ("**SIS**") (Kick Creek and SIS are collectively referred to as the "**Parties**" or individually as a "**Party**").

WHEREAS, Kick Creek and EOSSJ, LLC, a Utah limited liability company ("**EOSSJ**"), entered into that certain Cross Access Easement Agreement (the "**Easement Agreement**"), dated June 15, 2022 and recorded on June 16, 2022 as Entry No. 13971340 in Book 11349, at Page 1045, in the official records of Salt Lake County, Utah with respect to that certain real property more particularly referred to in the Easement Agreement as the Kick Creek Property and the EOSSJ Property and as more fully described in Exhibit "A" and Exhibit "B" attached hereto and more fully shown on the attached Exhibit "C";

WHEREAS, subsequent to the entry of the Easement Agreement, SIS has succeeded to the right, title and interest in the EOSSJ Property;

WHEREAS, Kick Creek maintains ownership of the Kick Creek Property;

WHEREAS, the Parties desire to make certain amendments to the Easement Agreement;

NOW THEREFORE, for and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Easement Agreement is hereby amended as follows:

1. **Capitalized Terms**. Capitalized terms not otherwise defined herein shall have the same meanings as described in the Easement Agreement.

2. **Kick Creek Easement**. Section 1(a)(i) of the Easement Agreement is hereby deleted in its entirety and replaced with the following: Kick Creek hereby grants to the owner of the EOSSJ Property a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, for the benefit of the present and future owners, occupants, tenants, guests, invitees, employees, and customers of the EOSSJ Property, over, across, and upon those portions of the

Kick Creek Property depicted on Exhibit "D" attached hereto and incorporated herein, and more particularly described on Exhibit "E" attached hereto and incorporated herein (the "**Kick Creek Easement**"). The Kick Creek Easement shall burden the Kick Creek Property and shall run with the land for the benefit of, and be appurtenant to, the EOSSJ Property and the successors and assigns of the owner thereof.

3. **EOSSJ Easement.** Section 1(a)(ii) of the Easement Agreement is hereby deleted in its entirety and replaced with the following: SIS hereby grants to the owner of the Kick Creek Property a non-exclusive easement for vehicular and pedestrian ingress, egress, and access, for the benefit of the present and future owners, occupants, tenants, guests, invitees, employees, and customers of the Kick Creek Property, over, across, and upon those portions of the EOSSJ Property depicted on Exhibit "D" attached hereto and incorporated herein, and more particularly described on Exhibit "F" attached hereto and incorporated herein (the "**EOSSJ Easement**"). The EOSSJ Easement shall burden the EOSSJ Property and shall run with the land for the benefit of, and be appurtenant to, the Kick Creek Property and the successors and assigns of the owner thereof.

4. **Counterparts.** This First Amendment may be executed by .pdf or facsimile and in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5. **No Other Changes.** Except as amended in this First Amendment, all of the terms, conditions, and provisions set forth in the Easement Agreement remain unaffected, and they hereby are reaffirmed, ratified, confirmed and approved in their entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date set forth above.

KICK CREEK, L.L.C.,
a Utah limited liability company

JB
By: Barrett Peterson
Its: Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On this 17th day of December, 2025, personally appeared before me Barrett J. Peterson, who acknowledged before me that he executed the foregoing instrument as Manager of Kick Creek, L.L.C.



Lori Johnstun
Notary Public

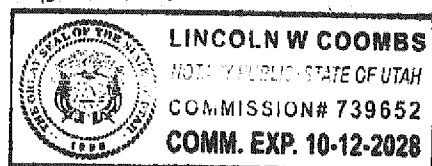
SIS 011, LLC,
a Utah limited liability company

Gary Reynolds
By: GARY REYNOLDS
Its: MANAGER

STATE OF Utah

COUNTY OF SALT LAKE

On this 17 day of December, 2025, personally appeared before me Gary Reynolds, who acknowledged before me that he executed the foregoing instrument as Manager of SIS 011, LLC.



Lincoln W. Coombs
Notary Public

EXHIBIT "A"

Legal Description of the Kick Creek Property

Lots 5B and 5C, Harvest Village at South Jordan Subdivision Phase 1 – Lot 5 Amended, according to the official plat thereof recorded June 2, 2022 as Entry No. 13963205 in Book 2022P at Page 132, on file and of record in the office of the Salt Lake County Recorder

EXHIBIT "B"
Legal Description of the EOSSJ Property

Lot 5A, Harvest Village at South Jordan Subdivision Phase 1 – Lot 5 Amended,
according to the official plat thereof recorded June 2, 2022 as Entry No. 13963205 in Book
2022P at Page 132, on file and of record in the office of the Salt Lake County Recorder

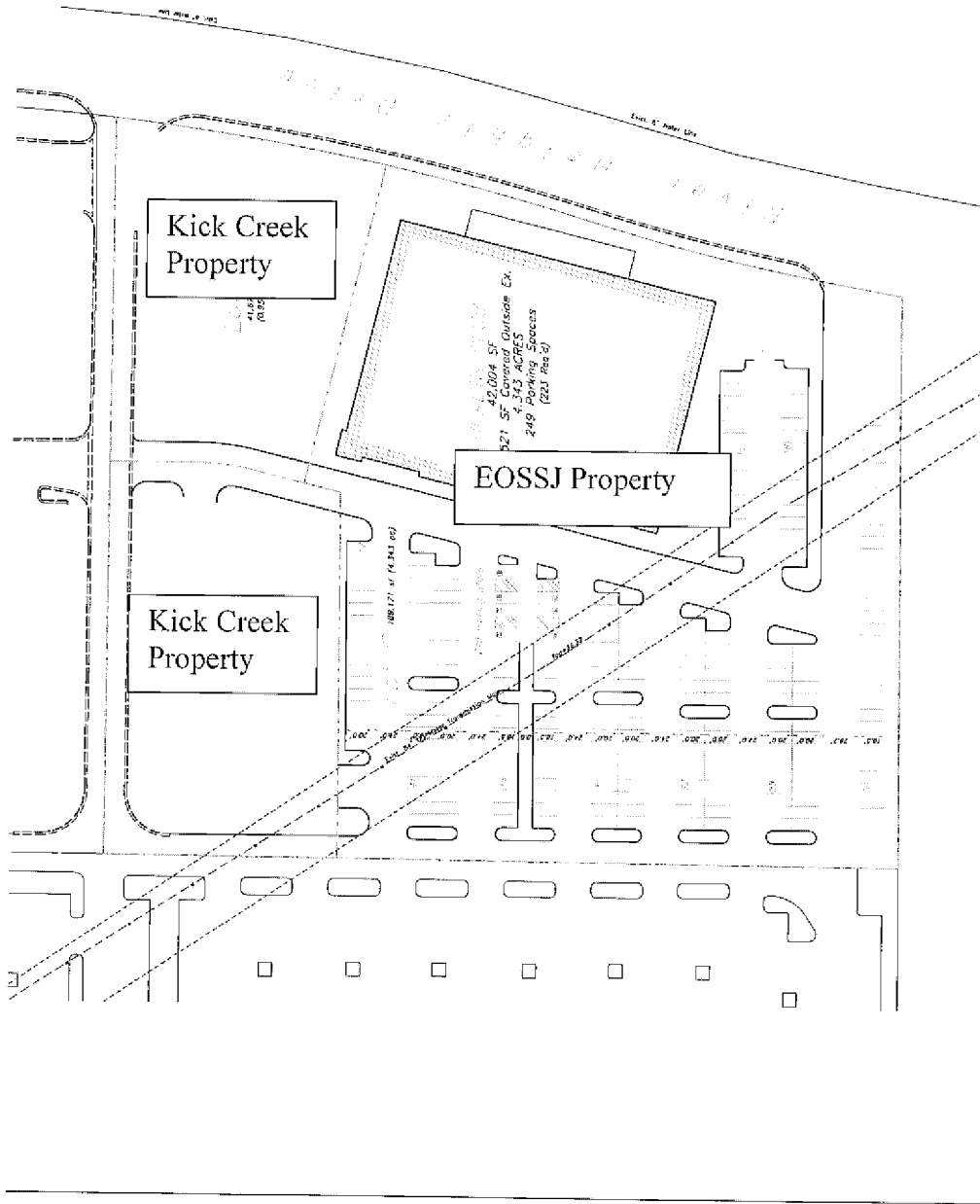
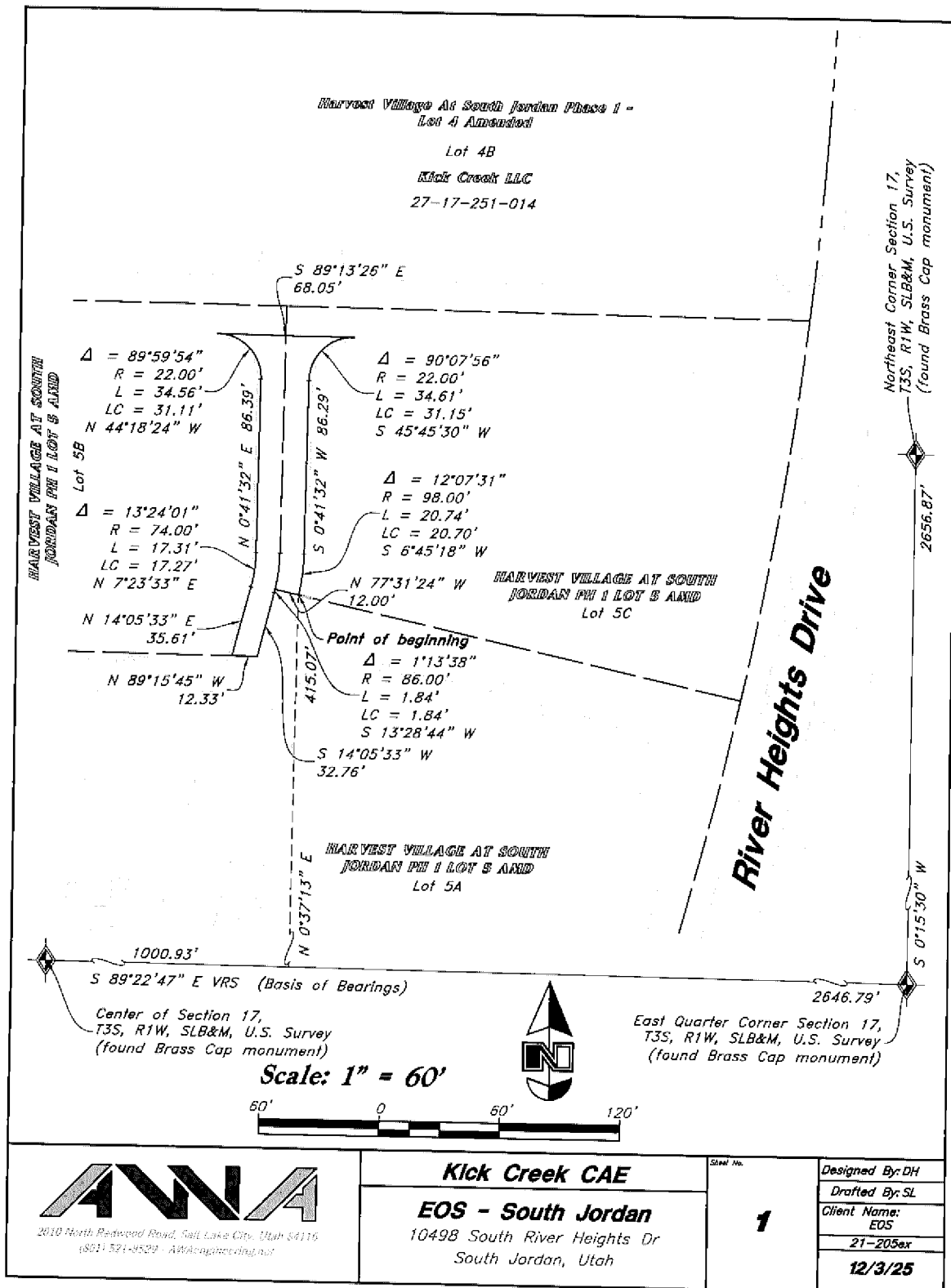
Plat

EXHIBIT "D" Depiction of Cross Access Easement Area



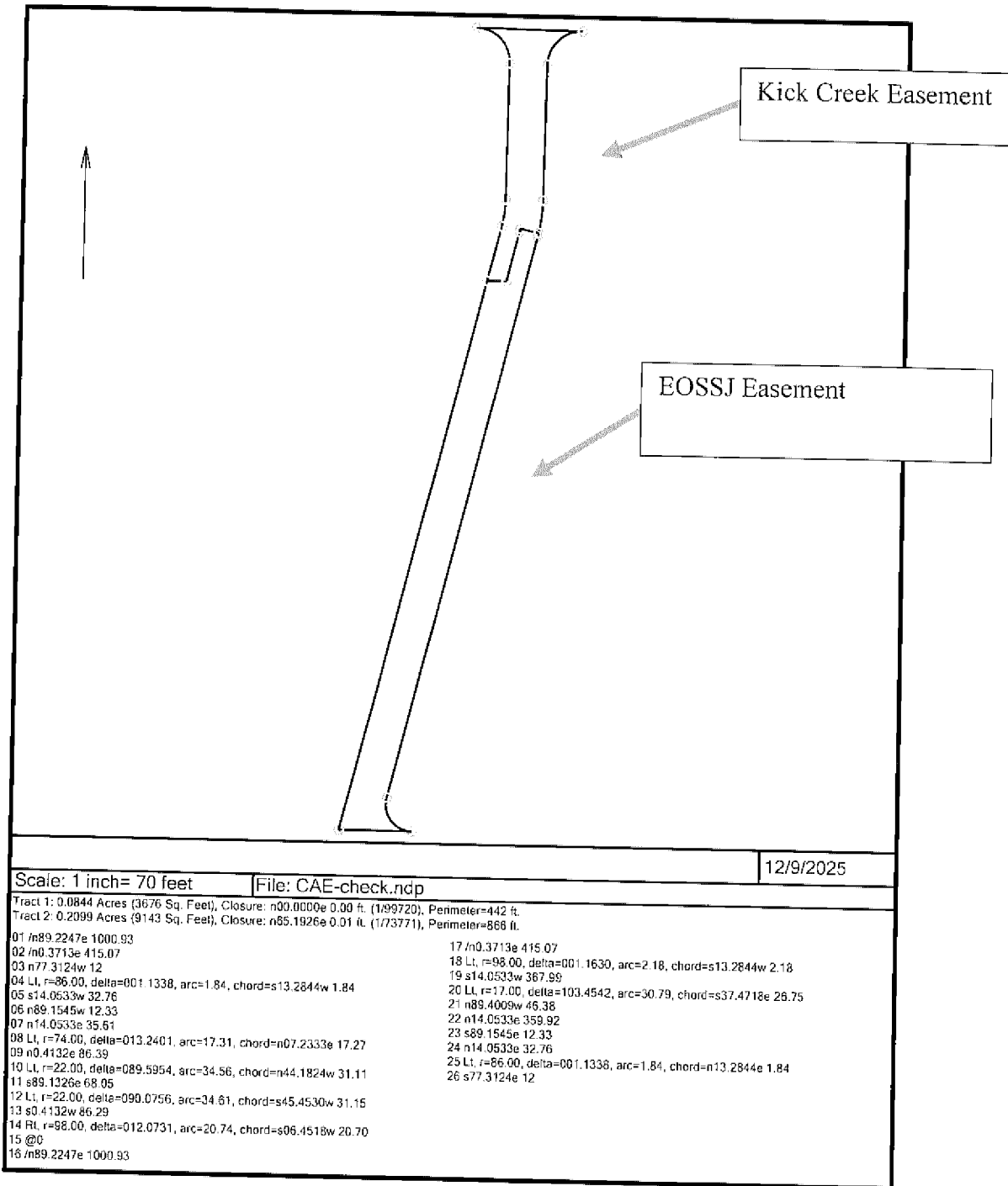


EXHIBIT "E"
Legal Description of Kick Creek Easement Area

21-205
Kick Creek Cross Access Easement

December 4, 2025

A part of Lots 5B and 5C of Harvest Village at South Jordan Subdivision Phase 1 – Lot 5 Amended recorded as Entry No. 13963205 in Book 2022P at Page 132 of Official Records, located in the East Half of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, South Jordan City, Salt Lake County, Utah:

Beginning at a point on the South line of Lot 5C of said Subdivision, located 1000.93 feet South 89°22'47" East along the Quarter Section line and 415.07 feet North 0°37'13" East from a Brass Cap Monument marking the Center of said Section 17; and running thence North 77°31'24" West 12.00 feet along the South line of said Lot 5C to the Southwest Corner of said Lot 5C; and running thence along the Easterly line of said Lot 5B the following 2 courses: Southwesterly along the arc of a 86.00 foot radius curve to the right a distance of 1.84 feet (Center bears North 77°08'05" West, Central Angle equals 1°13'38" and Long Chord bears South 13°28'44" West 1.84 feet); and South 14°05'33" West 32.76 feet to the Southeast Corner of said Lot 5B; thence North 89°15'45" West 12.33 feet along the South line of said Lot 5B; thence North 14°05'33" East 35.61 feet to a point of curvature; thence Northeasterly along the arc of a 74.00 foot radius curve to the left a distance of 17.31 feet (Central Angle equals 13°24'01" and Long Chord bears North 7°23'33" East 17.27 feet) thence North 0°41'32" East 86.39 feet to a point of curvature; thence Northwesterly along the arc of a 22.00 foot radius curve to the left a distance of 34.56 feet (Central Angle equals 89°59'54" and Long Chord bears North 44°18'24" West 31.11 feet); thence South 89°13'26" East 68.05 feet to a point on a curve; thence Southwesterly along the arc of a 22.00 feet radius curve to the left a distance of 34.61 feet (Center bears South 0°49'28" West, Central Angle equals 90°07'56" and Long Chord bears South 45°45'30" West 31.15 feet) to a point of tangency; thence South 0°41'32" West 86.29 feet to a point of curvature; thence Southwesterly along the arc of a 98.00 foot radius curve to the right a distance of 20.74 feet (Central Angle equals 12°07'31" and Long Chord bears South 6°45'18" West 20.70 feet) to the South line of said Lot 5C and the point of beginning.

Contains 3,677 sq. ft.
or 0.084 acre

EXHIBIT "F"
Legal Description of EOSSJ Easement Area

21-205
EOS Cross Access Easement

December 4, 2025

A part of Lot 5A of Harvest Village at South Jordan Subdivision Phase 1 – Lot 5 Amended recorded as Entry No. 13963205 in Book 2022P at Page 132 of Official Records, located in the East Half of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, South Jordan City, Salt Lake County, Utah:

Beginning at a point on the North line of Lot 5A of said Subdivision, located 1000.93 feet South 89°22'47" East along the Quarter Section line and 415.07 feet North 0°37'13" East from a Brass Cap Monument marking the Center of said Section 17; and running thence Southwesterly along the arc of a 98.00 feet radius curve to the right a distance of 2.18 feet (Center bears North 77°10'56" West, Central Angle equals 1°16'30" and Long Chord bears South 13°27'19" West 2.18 feet) to a point of tangency; thence South 14°05'33" West 367.99 feet to a point of curvature; thence Southeasterly along the arc of a 17.00 foot radius curve to the left a distance of 30.79 feet (Central Angle equals 103°45'42" and Long Chord bears South 37°47'18" East 26.75 feet) to a point on a line; thence North 89°40'09" West 46.38 feet; thence North 14°05'33" East 359.92 feet to a point on the South line of said Lot 5B of said Harvest Village at South Jordan Subdivision Phase 1 – Lot 5 Amended; thence South 89°15'45" East 12.33 feet along said South line to the Southeast corner of said Lot 5B; and running thence along the Easterly line of said Lot 5B the following 2 courses: North 14°05'33" East 32.76 feet to a point of curvature; Northeasterly along the arc of a 86.00 foot radius curve to the left a distance of 1.84 feet (Central Angle equals 1°13'38" and Long Chord bears North 13°28'44" East 1.84 feet) to the Southwest Corner of Lot 5C of said Harvest Village at South Jordan Subdivision Phase 1 – Lot 5 Amended; thence South 77°31'24" East 12.00 feet along the South line of said Lot 5C to the point of beginning.

Contains 9,143 sq. ft.
or 0.209 acre