

WHEN RECORDED, RETURN TO:

c/o LHMRE, LLC
9350 South 150 East, Suite 140
Sandy, Utah 84070
Attention: Aida Neimarlija

APN(s): See Exhibit A

EASEMENT AGREEMENT

7th THIS EASEMENT AGREEMENT (the “**Agreement**”) is made effective as of this _____ day of April, 2025 (“**Effective Date**”), by and between DTDB 5, LLC, a Utah limited liability company (“**DTDB 5**”), and DTDB 11, LLC, a Utah limited liability company (“**DTDB 11**”). DTDB 5 and DTDB 11 are at times individually referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS

A. DTDB 5 is the owner of certain real property located in South Jordan, Utah, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “**DTDB 5 Property**”).

B. DTDB 11 is the owner of certain real property located in South Jordan, Utah, and more particularly described on Exhibit B attached hereto and incorporated herein by reference (the “**DTDB 11 Property**”).

C. The DTDB 5 Property and DTDB 11 Property (collectively, the “**Properties**”) are adjacent properties. Certain improvements are being constructed along the property line between the Properties, as depicted on the site plan attached hereto as Exhibit C (“**Improvements**”), which Improvements include without limitation outdoor seating, a plaza, canopies, and a grease interceptor.

D. The Parties desire to enter into this Agreement to (i) grant each other certain rights and easements in, to, over, and across the Properties; and (ii) enter into certain other covenants and agreements relating to the maintenance, operation, and use of those portions of the Properties.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DTDB 5 and DTDB 11 hereby agree as follows:

1. **Grant of Easement.** The Parties hereby grant the following non-exclusive appurtenant easements (the “**Easement**”) in perpetuity in, on, over, under, across, and through

OTI-178040-DMF

the Properties for the benefit of each other:

- (a) DTDB 5 grants to DTDB 11, its successors and assigns, and for the benefit of DTDB 11, its successors, assigns and lessees and their respective agents, employees, customers, vendors, and invitees, and without payment of any rent or other monetary consideration therefore, a non-exclusive easement appurtenant to the DTDB 11 Property as may be reasonably necessary to construct, install, use, repair, modify, replace, and maintain the Improvements located on that portion of the DTDB 5 Property, as depicted by a solid-line outline on Exhibit C, as such may exist from time to time, subject to the provisions hereof.
- (b) DTDB 11 grants to DTDB 5, its successors and assigns, and for the benefit of DTDB 5, its successors, assigns and lessees and their respective agents, employees, customers, vendors, and invitees, and without payment of any rent or other monetary consideration therefore, a non-exclusive easement appurtenant to the DTDB 5 Property as may be reasonably necessary to construct, install, use, repair, modify, replace, and maintain the Improvements located on that portion of the DTDB 11 Property, as depicted by a solid-line outline on Exhibit C, as such may exist from time to time, subject to the provisions hereof.

2. **Term.** The term of this Agreement and the Easement shall be perpetual and shall terminate only upon written notice of termination, which written notice of termination shall be (a) executed by DTDB 5 and DTDB 11, or their respective successors and assigns, and (b) recorded in the records of the Salt Lake County Recorder's Office ("Recording Office").

3. **Use of Easement Area; Maintenance.** The easements granted herein may be utilized in any lawful manner for the purposes for which such easements are granted herein, provided that all use of the Properties and the easements granted herein shall be subject to the following: (i) no portion of the Properties shall be used in a manner that unreasonably interferes with the use of the easements granted or reserved in this Agreement; and (ii) no use of the easements granted herein shall be made which unreasonably interferes with the use of the Properties. Each Party shall be responsible at its sole cost and expense for the maintenance, operation, management, restoration, normal repair and replacement of the easements granted herein to the extent located on such Party's Properties. The Parties shall use a standard of care in providing for the repair, replacement, operation, management, restoration, and maintenance of the Improvements as required by applicable law and governing documents.

4. **Control of Easement Areas.** The Easement granted herein is not exclusive and, subject to the rights created herein, each Party shall have full management and control of its respective Properties. Nothing in this Agreement shall be deemed to be a dedication of the Properties for public use. All rights, easements and interests created herein are private and do not constitute a grant for public use or benefit.

5. **Insurance.** Each Party shall provide, at its own cost and expense, and keep in full

force during the term of this Agreement, general liability insurance in an amount which is commercially reasonable in accordance with local standards for its respective Properties.

6. **Indemnification.** Each Party agrees to indemnify and hold harmless the other Party, its successors and assigns, from, and against any and all liability, damages, expenses, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage which may be claimed or asserted by or against the indemnified Party, its successors or assigns, or the Properties, including, without limitation, actual damages, on account of the exercise by such Party of the rights and easements herein granted. The foregoing indemnity shall survive the termination of this Agreement.

7. **Covenants to Run With the Land.** The Easement and all rights and obligations provided under this Agreement, including the benefits and burdens thereof, shall run with the land of the Party that is obligated to perform or is bound by such terms. This Agreement is to be recorded in the Recording Office, and all rights and burdens shall run with the land.

8. **Further Assurances.** The Parties shall use reasonable efforts to take, or cause to be taken, all actions, and to do or cause to be done, all things necessary or desirable under applicable law to further the purposes of this Agreement. The Parties agree to execute and deliver such documents, certificates, agreements, and other writings and to take such other actions as may reasonably be necessary or desirable in order to do the same.

9. **Exhibits.** The exhibits attached hereto are by this reference incorporated into this Agreement and made a part thereof.

10. **Attorneys' Fees.** In the event of any litigation, threatened litigation, action, or proceeding arising out of or related to this instrument, the prevailing Party shall be entitled to recover from the other Party its attorneys' fees, expert witness fees, litigation related expenses, and court costs in such litigation or proceeding, regardless of whether any litigation or other proceeding is actually initiated.

11. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles. Any proceeding arising out of, or relating to, this Agreement shall be heard within the confines of Salt Lake County, Utah.

12. **No Merger.** The easements, covenants, restrictions, and other provisions contained in this Agreement shall remain in full force and effect despite the fact that the Properties may be owned by the same person from time to time, and such easements, covenants, restrictions, and other provisions will not be terminated by the doctrine of merger or otherwise, unless this Agreement is terminated in accordance with its terms.

13. **Amendment.** This Agreement may not be modified, amended, altered or changed in any respect, except by written agreement, signed by DTDB 5 and DTDB 11 or their

respective successors in interest, as applicable.

14. **Recitals Incorporated.** The Recitals set forth above are integral to the agreement and understanding of the Parties and are incorporated herein by this reference.

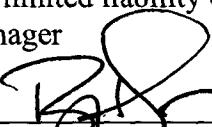
[Signature Pages Follow]

IN WITNESS WHEREOF, DTDB 5 and DTDB 11 have executed this Agreement as of the Effective Date.

DTDB 5:

DTDB 5, LLC,
a Utah limited liability company

By: LHMRE, LLC,
a Utah limited liability company
its Manager

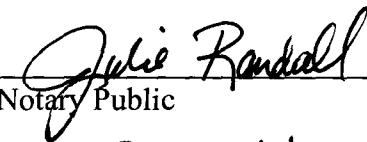
By: 
Name: Brad Holmes
Its: President

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

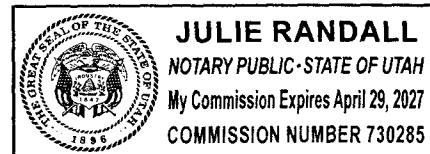
On April 7th, 2025, personally appeared before me, a Notary Public, Brad Holmes, the President of LHMRE, LLC, the Manager of DTDB 5, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to in this document, who acknowledged to me that he executed the above instrument on behalf of DTDB 5, LLC.

My Commission expires:

April 29, 2027


Notary Public

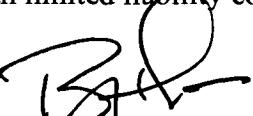
Sandy, Utah
Residing at:



[Signatures Continue on Following Page]

DTDB 11:

DTDB 11, LLC,
a Utah limited liability company

By: 
Name: Brad Holmes
Its: President

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

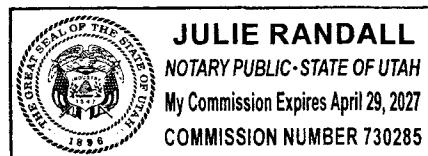
On April 7th, 2025, personally appeared before me, a Notary Public, Brad Holmes, the President of DTDB 11, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to in this document, who acknowledged to me that [he/she/they] executed the above instrument on behalf of DTDB 11, LLC.

My Commission expires:

April 29, 2027

Julie Randall
Notary Public

Sandy, Utah
Residing at:



**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of DTDB 5's Property

Lot C-110, DAYBREAK URBAN CENTER PLAT 1, according to the official plat thereof recorded March 8, 2024 as Entry No. 14214053 in Book 2024P at Page 58 in the office of the Salt Lake County Recorder.

Tax Identification Nos.: 26-24-101-020 and 26-24-101-033

**EXHIBIT B
TO
EASEMENT AGREEMENT**

Legal Description of DTDB 11's Property

Resultant Lot C-111

Beginning at a point that lies South 89°55'30" East 855.883 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4369.401 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°34'20" West 17.439 feet; thence North 44°27'11" East 84.119 feet; thence South 45°32'49" East 10.500 feet; thence North 44°27'11" East 44.760 feet; thence North 36°32'54" West 18.123 feet; thence North 37°57'11" East 62.524 feet; thence South 81°32'54" East 48.413 feet; thence North 51°45'01" East 48.257 feet; thence North 53°27'06" East 41.026 feet; thence North 68°44'40" East 57.101 feet; thence North 53°27'06" East 175.545 feet; thence South 36°32'54" East 181.044 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 36°32'54" East 15.000 feet to a point on a 28.000 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 12°15'12" East 23.041 feet); thence along the arc of said curve 23.746 feet through a central angle of 48°35'25"; thence South 53°27'06" West 131.787 feet; thence North 36°32'54" West 95.496 feet; thence South 55°05'50" West 177.516 feet; thence North 55°56'58" West 3.620 feet; thence South 34°03'02" West 9.408 feet; thence South 55°05'50" West 54.083 feet; thence South 34°52'32" East 20.815 feet; thence South 34°03'02" West 1.132 feet; thence South 55°56'58" East 2.938 feet; thence South 34°52'32" East 98.719 feet; thence South 38°59'24" West 40.846 feet; thence North 29°57'30" West 129.957 feet; thence North 36°32'54" West 89.911 feet; thence North 44°44'54" West 31.393 feet; thence South 42°33'25" West 27.492 feet; thence South 53°27'06" West 108.259 feet to the point of beginning.

Property contains 1.799 acres.

EXHIBIT C
TO
EASEMENT AGREEMENT

Site Plan Depicting Easement Area

