

WHEN RECORDED, RETURN TO:

c/o LHMRE, LLC
9350 South 150 East, Suite 800
Sandy, Utah 84070
Attention: Aida Neimarlja

APN(s): 26-24-101-020
26-24-101-033
26-24-101-043
26-24-101-046
26-24-101-045
26-24-101-034

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this “**First Amendment**”) is made effective as of this 30 day of April, 2025 (“**First Amendment 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. DTDB 5 and DTDB 11 are parties to that certain Easement Agreement which was recorded April 9, 2025, in the Salt Lake County Recorder’s Office as Entry No. 14368672, Book 11562, Page 4661 (“**Original Agreement**”).

D. The Parties desire to amend the Original Agreement to revise the grant of easement and clarify the maintenance obligations in connection therewith, as more fully set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this First Amendment, 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.** Section 1 of the Original Agreement is hereby amended and restated in its entirety as follows:

“1. **Grant of Easement.** DTDB 11 hereby grants to DTDB 5, its successors and assigns, 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 (the “**Easement**”) as may be reasonably necessary to construct, install, use, repair, modify, replace, and maintain the improvements owned by DTDB 5 (the “**Improvements**”) which are 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. **Use of Easement Area; Maintenance.** The second and third sentences of Section 3 of the Original Agreement are hereby amended and restated as follows:

“DTDB 5 shall be responsible at its sole cost and expense for the maintenance, operation, management, restoration, normal repair and replacement of the Improvements within the easements granted herein to the extent such improvements are owned by DTDB 5. DTDB 5 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.”

3. **Exhibit C – Site Plan Depicting Easement Area.** Exhibit C to the Original Agreement is hereby amended and restated in its entirety by Exhibit C attached hereto and incorporated herein by reference.

4. **Amendment.** The Original Agreement, as amended by this First Amendment, may not be further 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.

5. **Force and Effect.** Except as expressly modified herein, the Original Agreement remains unmodified and in full force and effect in accordance with its terms. This First Amendment represents the final expression of the agreement between the Parties relating to the subject matter herein. In the event of any conflict between the terms of this First Amendment and the terms of the Original Agreement, the terms of this First Amendment shall control.

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

7. **Definitions.** Any capitalized term used but not otherwise defined in this First Amendment shall have the meaning ascribed to such term in the Original Agreement.

[Signature Pages Follow]

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

DTDB 5:

DTDB 5, LLC,
a Utah limited liability company

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

By: Brad Holmes

Name: Brad Holmes

Its: President

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

On April 30, 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.

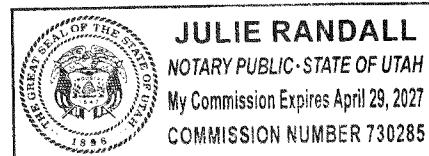
My Commission expires:

April 29, 2027

Notary Public

Sandy, Utah

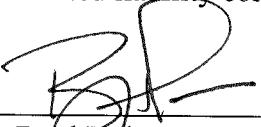
Residing at:



[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)

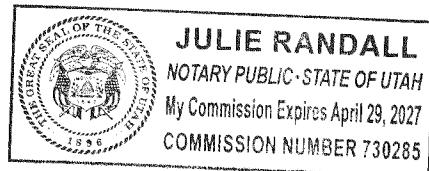
On April 30, 2025, personally appeared before me, a Notary Public, Brad Holmes, the President of DTDB 11, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to in this document, who acknowledged to me that he executed the above instrument on behalf of DTDB 11, LLC.

My Commission expires:

April 29, 2027


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.

Tax Identification Nos.: 26-24-101-043, 26-24-101-046, 26-24-101-045, and 26-24-101-034

**EXHIBIT C
TO
EASEMENT AGREEMENT**

Site Plan Depicting Easement Area

