

14415846 B: 11589 P: 4094 Total Pages: 8
07/30/2025 09:27 AM By: jlucas Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

WHEN RECORDED, RETURN TO:

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

APN(s): See Exhibits A and B

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made effective as of this 28th day of July 2025 ("Effective Date"), by and between DTDB 8, LLC, a Utah limited liability company ("DTDB 8"), and DTDB 10, LLC, a Utah limited liability company ("DTDB 10"). DTDB 8 and DTDB 10 are at times individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

A. DTDB 8 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 8 Property").

B. DTDB 10 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 10 Property").

C. The DTDB 8 Property and DTDB 10 Property (collectively, the "Properties") are adjacent properties. Certain walkway improvements are being constructed along the property line between the Properties.

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 8 and DTDB 10 hereby agree as follows:

1. **Grant of Easement.** DTDB 10 hereby grants to DTDB 8, its successors and assigns, and for the benefit of DTDB 8, its successors, assigns and lessees and their respective

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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 8 Property (the “**Easement**”) as may be reasonably necessary to construct, install, use, repair, modify, replace, and maintain the walkway improvements owned by DTDB 8 (the “**Improvements**”) which are located on that portion of the DTDB 10 Property described on Exhibit C attached hereto and incorporation herein (“**Easement Area**”).

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 8 and DTDB 10, 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. DTDB 8 shall be responsible at its sole cost and expense for the maintenance, operation, management, restoration, normal repair and replacement of the Improvements within the Easement Area to the extent such Improvements are owned by DTDB 8. DTDB 8 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 8 and DTDB 10 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 8 and DTDB 10 have executed this Agreement as of the Effective Date.

DTDB 8:

DTDB 8, 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)

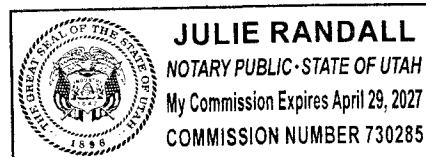
On July 28, 2025, personally appeared before me, a Notary Public, Brad Holmes, the President of LHMRE, LLC, the Manager of DTDB 8, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to in this document, who acknowledged to me that he executed the above instrument on behalf of DTDB 8, LLC.

My Commission expires:

April 29, 2027

Julie Randall
Notary Public

Sandy, Utah
Residing at:



[Signatures Continue on Following Page]

Signature Page to Easement Agreement (DTDB 8)

DTDB 10:

DTDB 10, LLC,
a Utah limited liability company

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

By: Michelle Smith
Name: Michelle S. Smith
Its: President

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

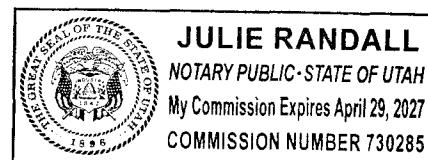
On July 26, 2025, personally appeared before me, a Notary Public, Michelle Smith, the President of LHMSE, LLC, a Utah limited liability company, the Manager of DTDB 10, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to in this document, who acknowledged to me that he executed the above instrument on behalf of DTDB 10, LLC.

My Commission expires:

April 29, 2027

Julie Randall
Notary Public

Sandy, Utah
Residing at:



Signature Page to Easement Agreement (DTDB 8)

**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of DTDB 8 Property

Lot C-112, 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.: 26-24-101-015, 26-24-101-035 and 26-24-101-036

**EXHIBIT B
TO
EASEMENT AGREEMENT**

Legal Description of DTDB 10 Property

Resultant Lot C-113

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 South 53°27'06" West 233.214 feet; thence North 36°32'54" West 12.833 feet; thence South 53°25'40" West 61.772 feet; thence North 44°20'33" West 612.605 feet to a point on a 25.000 foot radius non tangent curve to the right, (radius bears South 87°11'10" East, Chord: North 24°14'09" East 18.262 feet); thence along the arc of said curve 18.694 feet through a central angle of 42°50'37"; thence North 45°39'27" East 242.156 feet to a point on a 487.500 foot radius tangent curve to the right, (radius bears South 44°20'33" East, Chord: North 48°57'48" East 56.222 feet); thence along the arc of said curve 56.253 feet through a central angle of 06°36'41" to a point of compound curvature with a 4.500 foot radius tangent curve to the right, (radius bears South 37°43'52" East, Chord: North 75°21'37" East 3.530 feet); thence along the arc of said curve 3.627 feet through a central angle of 46°10'57"; thence South 81°32'54" East 7.026 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 08°27'06" East, Chord: North 75°57'06" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence North 53°27'06" East 128.138 feet; thence South 30°55'24" East 118.082 feet; thence North 59°04'36" East 60.907 feet; thence South 88°55'24" East 106.788 feet; thence North 53°27'06" East 63.915 feet; thence South 36°32'54" East 440.077 feet; thence South 51°45'01" West 48.257 feet; thence North 81°32'54" West 48.413 feet; thence South 37°57'11" West 62.524 feet; thence South 36°32'54" East 18.123 feet; thence South 44°27'11" West 44.760 feet; thence North 45°32'49" West 10.500 feet; thence South 44°27'11" West 84.119 feet; thence South 36°34'20" East 17.439 feet to the point of beginning.

Property contains 8.175 acres.

26.24 101-007

**EXHIBIT C
TO
EASEMENT AGREEMENT**

Legal Description of Easement Area

Beginning at a point that lies South 89°55'30" East 1061.454 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 4558.472 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 53°27'06" West 5.930 feet; thence South 51°45'01" West 9.178 feet; thence North 36°32'54" West 242.861 feet; thence South 53°27'06" West 0.180 feet; thence North 36°32'54" West 156.240 feet; thence North 53°27'06" East 25.312 feet to a point on and existing sidewalk easement, recorded as Entry No. 14242401 in Book 11492 at Page 3890 in the Office of the Salt Lake County Recorder; thence along said existing sidewalk easement the following (2) courses: 1) South 62°58'17" East 51.371 feet; 2) South 85°23'32" East 9.610 feet; thence South 53°27'06" West 36.333 feet; thence South 36°35'39" East 267.668 feet; thence South 53°27'06" West 4.003 feet; thence South 36°32'52" East 78.831 feet to the point of beginning.

Property contains 0.191 acres, 8315 square feet.

PT. 26.24.101.007