

WHEN RECORDED, RETURN TO:

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

APN(s): 26-24-103-112, 26-24-103-111, and 26-24-103-117

**FIRST AMENDMENT TO
EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (“First Amendment”) is made effective as of this 18th day of August 2025 (“First Amendment Effective Date”), by and between DTDB 8, LLC, a Utah limited liability company (“DTDB 8”), and DTDB 11, LLC, a Utah limited liability company (“DTDB 11”). DTDB 8 and DTDB 11 are at times individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

A. DTDB 8 and DTDB 11 are parties to that certain Easement Agreement dated July 17, 2025, and recorded with the Salt Lake County Recorder’s Office on July 21, 2025, as Entry No. 14411932, in Book 11587, at Page 2327 (“Original Agreement”) whereby DTDB 11 granted certain easements across a portion of real property in favor of DTDB 8, as the owner of certain real property more particularly described on Exhibit A attached hereto and incorporated herein (the “DTDB 8 Property”). Any capitalized term used but not defined in this First Amendment shall have the meaning given that term in the Original Agreement.

B. Section 13 of the Original Agreement provides that the Original Agreement may only be modified, amended, altered, or changed by written agreement signed by both DTDB 8 and DTDB 11.

C. DTDB 8 and DTDB 11 desire to amend the Original Agreement to correct the description of the DTDB 11 Property as 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 8 and DTDB 11 hereby agree as follows:

1. Recitals. The above recitals are an integral part of the agreement and understanding of DTDB 8 and DTDB 11 and are incorporated into this First Amendment by reference.

CTI-178043-DMF

2. **DTDB 11 Property.** Exhibit B to the Original Agreement is hereby amended and restated in its entirety by Exhibit B attached hereto and incorporated herein by reference. Any reference to DTDB 11 Property in the Original Agreement shall mean the DTDB 11 Property as amended by this First Amendment

3. **Effect of First Amendment.** The terms and provisions of this First Amendment are added to, and made a part of the Original Agreement for all purposes. To the extent that any terms or provisions of this First Amendment modify or conflict with any provisions of the Original Agreement, the terms of this First Amendment shall control. Except as expressly modified by this First Amendment, all the terms and conditions of the Original Agreement shall remain in full force and effect. The Original Agreement, as amended by this First Amendment, shall not be further amended or modified except as provided in Section 13 of the Original Agreement, as amended. All of the terms, conditions, and covenants of the Original Agreement, as amended, shall be binding upon and inure to the benefit of the Parties hereto, and their permitted successors and assigns, to the extent that any such transfer of interest may be allowed under the terms of the Original Agreement. Each Party hereby represents and warrants to the other that the person or entity signing this First Amendment on behalf of such Party is duly authorized to execute and deliver this First Amendment and to legally bind the Party on whose behalf this First Amendment is signed to all of the terms, covenants and conditions contained in this First Amendment. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this First Amendment, the prevailing Party in such action shall be entitled to recover from the other Party those attorneys' fees and other charges recoverable under the applicable provisions of the Original Agreement.

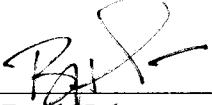
[Signature Pages Follow]

IN WITNESS WHEREOF, DTDB 8 and DTDB 11 have executed this First Amendment as of the First Amendment Effective Date.

DTDB 8:

DTDB 8, 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)

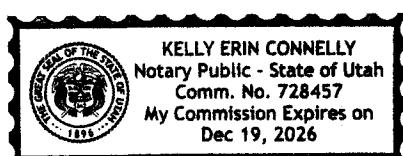
On August 18th, 2025, personally appeared before me, a Notary Public, Brad Holmes, the President of LHMRE, LLC, the Manager of DTDB 8, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to in this document, who acknowledged to me that he executed the above instrument on behalf of DTDB 8, LLC.

My Commission expires:

12/19/2026


Notary Public

Salt Lake
Residing at:



[Signatures Continue on Following Page]

Signature Page to Easement Agreement (DTDB 8)

DTDB 11:

DTDB 11, LLC,
a Utah limited liability company

By: Brad Holmes
Name: Brad Holmes
Its: President

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

On August 18th, 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.

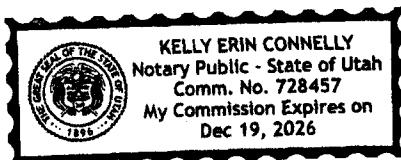
My Commission expires:

Notary Public

12/19/2026

Salt Lake

Residing at:



Signature Page to Easement Agreement (DTDB 8)

**EXHIBIT A
TO
FIRST AMENDMENT 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 No.: 26-24-103-112

**EXHIBIT B
TO
FIRST AMENDMENT TO
EASEMENT AGREEMENT**

Legal Description of DTDB 11 Property

Lot C-111, Daybreak Urban Center Plat 1 Amended, according to the official plat thereof recorded July 31, 2025 as Entry No. 14416394 in Book 2025P at Page 188 in the office of the Salt Lake County Recorder.

Tax Identification Nos.: 26-24-103-111 and 26-24-103-117