

WHEN RECORDED, RETURN TO:

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

APN(s): 26-24-103-110, 26-24-103-111

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made effective as of this 23 day of September 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 walkway improvements have been constructed on the DTDB 11 Property to, among other things, provide access between the Properties and the public right-of-way.

D. DTDB 5 desires to acquire an access easement over a portion of the DTDB 11 Property described on Exhibit C attached hereto and incorporated herein ("Easement Area"), for purposes of pedestrian access to and from the DTDB 5 Property and the public right-of-way.

E. On the terms provided for in this Agreement, DTDB 11 has agreed to provide DTDB 5 with such an easement over, across, and through the Easement Area.

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.** DTDB 11 hereby 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 (the “**Easement**”) on, across, and through the Easement Area as may be reasonably necessary to provide pedestrian access between the DTDB 5 Property and the public right-of-way. For the purposes of the Easement, the DTDB 5 Property is the dominant estate, and the DTDB 11 Property is the servient estate.

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. DTDB 11 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. DTDB 11 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: Brad Holmes
Name: Brad Holmes
Its: President

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

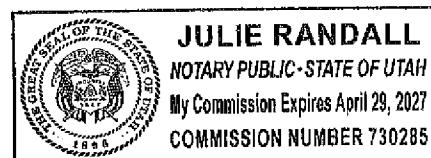
On September 23, 2025, personally appeared before me, a Notary Public, Brad Holmes, the President of LHMRE, LLC, the Manager of DTDB 5, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to in this document, who acknowledged to me that he executed the above instrument on behalf of DTDB 5, LLC.

My Commission expires:

April 29, 2027

Julie Randall
Notary Public

Sandy, Utah
Residing at:



[Signatures Continue on Following Page]

Signature Page to Easement Agreement (DTDB 5)

DTDB 11:

DTDB 11, 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)
COUNTY OF SALT LAKE)
: ss.

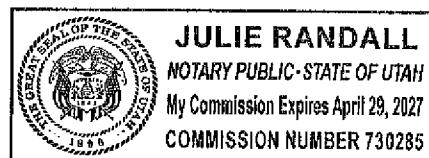
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My Commission expires:

April 29, 2027

Julie Randall
Notary Public

Sandy, Utah
Residing at:



Signature Page to Easement Agreement (DTDB 11)

**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of DTDB 5 Property

The following real property located in Salt Lake County, Utah and described as:

LOT C-110, 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 No.: 26-24-103-110

**EXHIBIT B
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

EXHIBIT C
TO
EASEMENT AGREEMENT

Legal Description of Easement Area

Beginning at a Southerly Corner of Lot C-111 of the Daybreak Urban Center Plat 1 Amended subdivision, said point lies South 89°55'30" East 1312.611 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 4441.565 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot C-111 North 36°32'54" West 8.782 feet; thence North 53°15'17" East 138.687 feet to the Southwesterly Right-of-Way Line of Grandville Avenue and a point on a 28.000 foot radius non tangent curve to the right, (radius bears South 78°14'40" West, Chord: South 00°08'35" West 11.546 feet); thence along said Grandville Avenue and the arc of said curve 11.630 feet through a central angle of 23°47'51" to the Northwesterly Right-of-Way Line of Center Field Drive; thence along said Center Field Drive South 53°27'06" West 131.787 feet to the point of beginning.

Property contains 0.028 acres, 1224 square feet.