

## DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (“**Declaration**”) is made as of the 1st day of February, 2024 (the “**Effective Date**”), by **Novva SLC Common, LLC**, a Delaware limited liability company, formerly known as **VAST SLC Campus, LLC**, a Delaware limited liability company, whose address is 6477 Wells Park Road, West Jordan, UT 84081 (together with its successors, assigns, transferees, affiliates, and/or parent entities, collectively referred to herein as “**Declarant**”).

### Recitals

A. Declarant is the owner in fee simple of **Lot 1 and Parcel A, VAST Data Centers Subdivision** recorded January 7, 2021 as Entry No. 13525332 in Book 2021 of Plats, at Page 007 in the Office of the Salt Lake County Recorder (the “**Records**”), State of Utah, together with all improvements on and appurtenances to each (collectively, the “**Property**”). The subdivided lots and parcels of the Property (and improvements on and appurtenances to each) that exist as of the Effective Date and that may exist in the future, are sometimes hereinafter referred to collectively as the “**Lots**” and singularly as a “**Lot**.” The owners of fee title to the respective Lots, which may include Declarant, are sometimes referred to hereinafter collectively as the “**Owners**” and individually as an “**Owner**.”

B. Declarant intends that the Property be subdivided into several commercial lots.

C. The legal description and illustration for private drives on the Property (more particularly described in Section 1.1) are attached hereto as **Exhibit A**.

D. Declarant hereby submits the Property to the terms and conditions of this Declaration in order to establish an easement for access across the Property for the benefit of Declarant and existing and future Lots and Owners, and to otherwise govern, control and regulate certain aspects of the future ownership, use and operation of the Property in accordance with and subject to all the provisions of this Declaration.

### Declaration

NOW, THEREFORE, pursuant to and in furtherance of the foregoing premises, Declarant does hereby establish and impose each of the following grants, easements, covenants, conditions and provisions of this Declaration to govern certain aspects of the future ownership, development, use, occupancy, maintenance and enjoyment of the Property.

#### 1. Access Easements.

1.1 **Easements.** Declarant declares and grants for the benefit of the Owner of each Lot and the Declarant and Owners’ respective heirs, successors, assigns, grantees and mortgagees, and their respective tenants, subtenants, and all persons who now or hereafter own or hold any possessory interest within each Lot (collectively, “**Permittees**”), a perpetual, non-exclusive easement upon, over and across those driveways and access ways legally described on **Exhibit A** and identified as “40.0 Access Easement” containing approximately 224,487 square feet and located to the south of Wells Park Road (collectively, the “**Private**

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02/02/2024 01:50 PM By: zjorgensen Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: CIR CIVIL ENGINEERING AND SURVEYING  
10718 S BECKSTEAD LANE SUITE 10250 SOUTH JORDAN, UT 84035

Drive”), for the purpose of providing the Owners of Lot 1 and Parcel A (and their respective Permittees) with pedestrian and vehicular ingress, egress and access to and from each Owner’s Lot and all public rights-of-way that may be accessed from the boundaries of the Property now or in the future as shown on **Exhibit A, subject to any and all security gates, requirements, and measures as implemented by Declarant, including Declarant’s successors and assigns, affiliates, agents and parent entities in Declarant’s sole and absolute discretion.**

**1.2 Maintenance and Compliance with Laws.** Declarant shall maintain the Private Drive until the Property is conveyed to one or more Owners. Thereafter, the underlying Owner in fee simple of each portion of the Private Drive shall maintain such portion of the Private Drive in good condition, order and repair, and be responsible for 100% of the cost to maintain such portion of the Private Drive as a paved access drive until such time as the Private Drive is subject to a separate maintenance agreement between the Owners. In no event shall any overnight, daily or long-term parking of any kind be permitted on the Private Drive, nor shall any Owner be entitled to install any improvements, additions or other alterations in, on or under the Private Drive except as expressly provided for herein. All Owners and Permittees shall comply with all applicable laws, rules, regulations and requirements of all authorities pertaining to the Private Drive.

**1.3 Reservation by Declarant.** Declarant reserves the right to use the Private Drive for any purpose which does not unreasonably interfere with the easements granted by this Declaration, including but not limited to, (a) the right to grant other easements on, under, over and across the Private Drive and (b) the right to publicly dedicate the Private Drive to a governmental or quasi-governmental organization, city, or municipality for purposes of a public road or access area without any prior consent of the Owners. If all or any portion of the Private Drive are dedicated for public use, this Declaration shall automatically terminate for such portions dedicated and no further action by Declarant shall be required.

**2. Insurance.** Declarant and all Owners shall obtain and maintain, at Declarant and each Owner’s sole cost and expense, a commercial general liability insurance policy with a combined single limit of at least One Million Dollars (\$1,000,000) under which the Declarant and other Owners are named as additional insureds and, within 30 days after request, each Owner shall deliver to the Declarant and other Owners a certificate or other reasonable proof of that insurance. Should any Owner fail to maintain required insurance or deliver evidence of required insurance, Declarant may procure insurance on behalf of such Owner and that Owner shall reimburse Declarant for the same upon demand. Notwithstanding anything to the contrary herein, the parties each waive any claims that they may have against the other to the extent such claims are covered by insurance policies required to be carried under this Declaration, or any other insurance actually carried by such party. The parties agree that they will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all insurance policies required to be carried under this Declaration.

**3. Utility Easements.** Any underground water, sewer, electrical, gas, telephone, storm drainage and other utility line, facility or system that serves any Lot is referred to hereinafter as a “**Utility System.**” Declarant declares and grants an irrevocable, non-exclusive easement, as an appurtenance for the benefit of the Lot benefited by any such Utility System (a

“Benefited Lot”), under, through and across any Private Drive contiguous to such Benefited Lot, for purposes of installing, maintaining and repairing any Utility System.

4. **Indemnity and Waiver.** Each Owner’s use and enjoyment of the Private Drive shall constitute such Owner’s agreement to (i) waive all claims against Declarant with respect to such Owner’s use of the Private Drive, except claims resulting from Declarant’s gross negligence or willful misconduct, and (ii) indemnify, defend, and hold harmless Declarant, its subsidiaries, agents, employees and affiliates from and against any and all claims, damages, costs, losses or expenses brought against Declarant arising out of (x) Owner’s and its agents, employees, contractors, licensees and invitees use of the Private Drive, (y) the actions or omissions of Owner’s agents, employees, contractors, licensees and invitees in connection with the Private Drive.

5. **Run With the Land.** This Declaration will run with the land and the ownership of the Property and Lots, and the various provisions hereof will act as an appurtenant benefit and burden for each Lot or Lots that are intended to be benefited and burdened thereby. Such benefits and burdens will inure to the Declarant, applicable Owners and their respective successors, transferees and assigns and to Declarant and each such Owner’s Lot.

6. **No Merger.** Notwithstanding the current vesting of title to the entirety of the Property in Declarant, and notwithstanding any future vesting of title to two or more Lots in the same party, such commonality of ownership interests will not give rise to any extinguishment or merger of the easements established under this Declaration or any other provisions hereof, it being the controlling and dominant intent of Declarant that no such merger or extinguishment will occur, and that all such easements and provisions of this Declaration will remain in full force and effect regardless of any commonality of ownership interests in the various Lots. Except as otherwise expressly provided herein, any such easement or other provision of this Declaration may be extinguished as it applies to a particular Lot only by the mutual written consent of all Owners who are benefited and burdened by the pertinent provision as applied to the given Lot, which consent must be recorded in the Records.

7. **Term; Amendment.** The term of this Declaration, and the benefits and burdens of the provisions hereof, will be perpetual. This Declaration may be amended from time to time upon the written consent of a majority of the Owners (which must include Declarant), which consent shall not be unreasonably withheld, conditioned or delayed by any such Owner, so long as such amendment does not (a) materially and adversely affect such Owner’s rights set forth herein, or (b) materially increase the obligations of such Owner with respect to this Declaration. Any such amendment or termination of this Declaration will become effective upon its recordation in the Records.

8. **Severability.** If any provision of this Declaration as applied to a particular circumstance will be adjudicated as, or otherwise become, illegal and unenforceable, such illegality will not affect the enforceability of any other provision of this Declaration, or the offending provision as applied to circumstances for which it is enforceable, it being intended that all provisions of this Declaration be valid and enforceable to the fullest extent legally permissible.

9. **Captions.** The captions and headings of the various provisions of this Declaration are for convenience and identification only, and will not be deemed to limit or define the operative provisions of this Declaration.

10. **No Public Dedication.** Nothing herein contained will be deemed to be a grant or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration be strictly limited to the purposes herein expressed.


11. **Governing Law.** This Declaration will be governed by, and construed in accordance with, the laws of the State of Utah, without reference to its conflicts of laws principles.

12. **Recording.** This Declaration shall be recorded in the Records following execution.

*[Signature page follows]*

IN WITNESS WHEREOF, Declarant has made this Declaration as of the Effective Date.

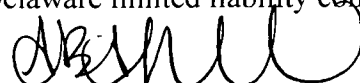
**Novva SLC Common, LLC,**  
a Delaware limited liability company  
*formerly known as*  
**VAST SLC Campus, LLC,**  
a Delaware limited liability company

By:   
Cory Argyle, Manager

STATE OF UTAH                    )  
  )  
COUNTY OF SALT LAKE        )

SS.

The foregoing instrument was acknowledged before me this 01 day of February, 2024, by Cory Argyle, Manager of Novva SLC Common, LLC, a Delaware limited liability company formerly known as VAST SLC Campus, LLC, a Delaware limited liability company.

  
(Signature of Person Taking Acknowledgment)

(Seal)                    (Title)

My commission expires:  
12/23/2025

Residing at: Sandy, UT 84093

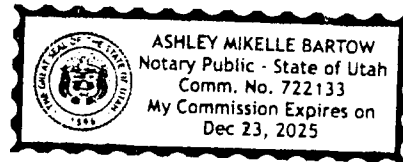


Exhibit A

**PRIVATE DRIVE LEGAL DESCRIPTION AND DEPICTION**

**NOVVA Data Centers Subdivision Amending Lot 1 Vast Data Centers  
Access Easement**

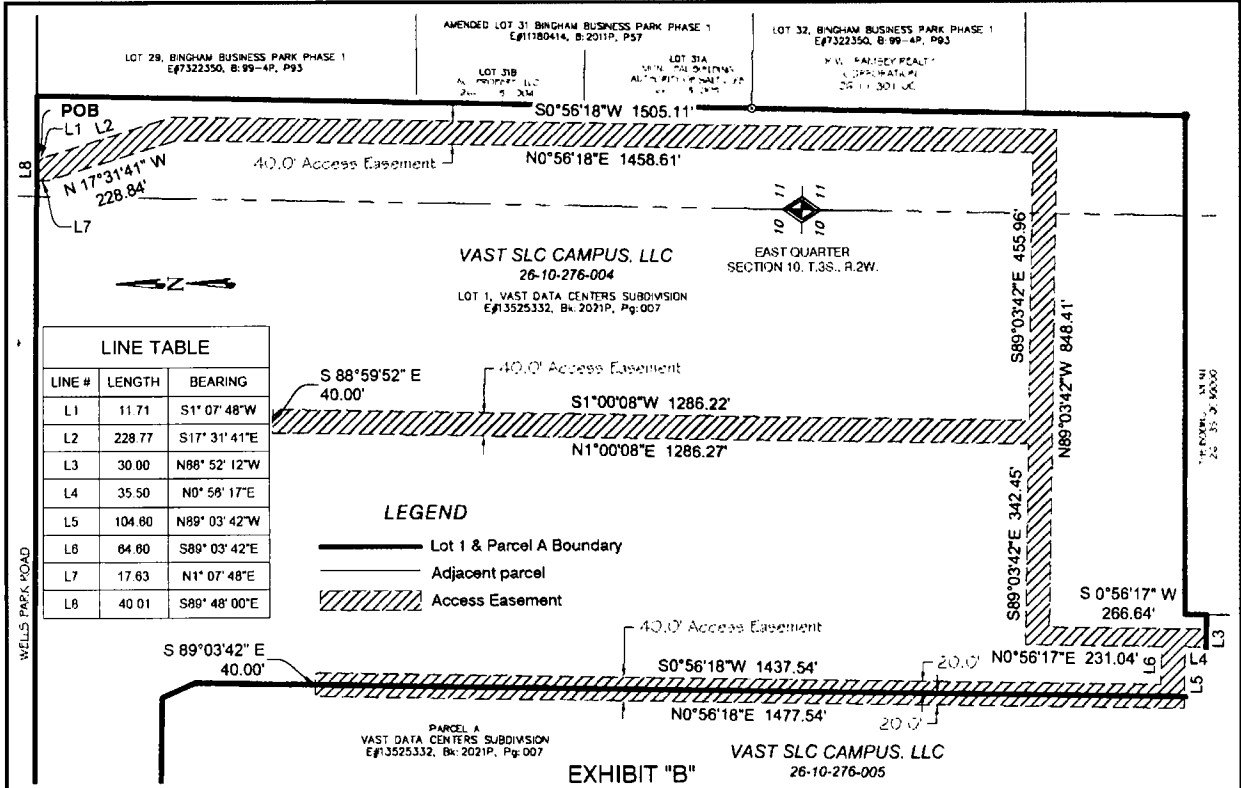
An access easement being a part of Lot 1 and Parcel A, Vast Data Centers Subdivision recorded January 7, 2021 as Entry No. 13525332 in Book 2021 of Plats, at Page 007 in the Office of the Salt Lake County Recorder. Said easement is located in the East Half of Section 10 and the West Half of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

**Beginning** at a point on a northerly line of said Lot 1, which is 105.63 feet N. 89°48'00" W. along said northerly line from the northeasterly corner of said Lot 1; S. 01°07'48" W. 11.71 feet; thence S. 17°31'41" E. 228.77 feet; thence S. 00°56'18" W. 1,505.11 feet; thence N. 89°03'42" W. 848.41 feet; thence S. 00°56'17" W. 266.64 feet to a southerly line of said Lot 1; thence N. 88°52'12" W. 30.00 feet along said southerly line of Lot 1; thence N. 00°56'17" E. 35.50 feet; thence N. 89°03'42" W. 104.60 feet; thence N. 00°56'18" E. 1,477.54 feet; thence S. 89°03'42" E. 40.00 feet; thence S. 00°56'18" W. 1,437.54 feet; thence S. 89°03'42" E. 64.60 feet; thence N. 00°56'17" E. 231.04 feet; thence S. 89°03'42" E. 342.45 feet; thence N. 01°00'08" E. 1,286.27 feet; thence S. 88°59'52" E. 40.00 feet; thence S. 01°00'08" W. 1,286.22 feet; thence S. 89°03'42" E. 455.96 feet; thence N. 00°56'18" E. 1,458.61 feet; thence N. 17°31'41" W. 228.84 feet; thence N. 01°07'48" E. 17.63 feet to said northerly line of Lot 1; thence S. 89°48'00" E. 40.01 feet along said northerly line of Lot 1 to the **Point of Beginning**.

The above-described access easement contains 224,487 sq. ft., or 5.153 acre, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** S. 89°51'02" E. along the Section line per said Vast Data Centers Subdivision between the South Quarter Corner and the Southeast Corner of said Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian.



**LINE TABLE**

LINE #	LENGTH	BEARING
L1	11.71	S1°07'48"W
L2	228.77	S17°31'41"E
L3	30.00	N88°52'12"W
L4	35.50	N0°56'17"E
L5	104.60	N89°03'42"W
L6	64.60	S89°03'42"E
L7	17.63	N1°07'48"E
L8	40.01	S89°48'00"E

**LEGEND**

- Lot 1 & Parcel A Boundary
- Adjacent parcel
- Access Easement

<p>PREPARED BY:</p> <p>10718 South Backstead Lane, Suite 102, South Jordan, Utah 84095</p>	<p><b>VAST SLC CAMPUS, LLC</b> Access Easement</p> <p>Assessor Parcel No: 26-10-276-004 &amp; 26-10-276-005</p> <p>Part of the East 1/2 Sec. 10 &amp; West 1/2 Sec. 11 Township 3 South, Range 2 West, S.L.B.&amp;M.</p>	<p>Scale in Feet 1"=200'</p>	<p>June 27, 2023</p>	<p>Page 2 of 2</p>
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