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Olympus QOZB, LLC
386 West 500 South Suite 100
Salt Lake City, UT 84101

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386 W 500 S, STE 100 SALT LAKE CITY, UT 84101



Tax Parcel Nos. 15-01-376-003

DECLARATION OF STORM DRAINAGE EASEMENT

THIS DECLARATION OF STORM DRAINAGE EASEMENT (this “*Declaration*”), dated as of the 12 day of June, 2024, is executed and recorded by Olympus QOZB, LLC, a Delaware limited liability company (hereinafter “*Declarant*”).

RECITALS

A. Declarant is the owner of certain real property located in Salt Lake County, State of Utah, including but not limited to a certain parcel more particularly described in Exhibit A attached hereto and incorporated herein (the “*West Parcel*”). Declarant is also the owner of the property located immediately adjacent to the east of the West Parcel (the “*East Parcel*,” and together with the West Parcel, collectively the “*Property*”).

B. Declarant intends to create a storm drainage easement upon a portion of the westernmost part of the East Parcel, in favor of the West Parcel (and the “*West Parcel Owner*”, as defined below), in the location more particularly described in Exhibit B attached hereto and incorporated herein (the “*Easement Area*”).

DECLARATION

NOW, THEREFORE, in consideration of the foregoing, the covenants and conditions contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Storm Drain Easement. Declarant hereby designates and establishes a perpetual easement upon and within the Easement Area, for the use and benefit of the West Parcel and the improvements from time to time located thereon and each current and future owner of the West Parcel and their successors and assigns (collectively, the “*West Parcel Owner*”), for the sole purpose of constructing, operating, repairing, replacing and maintaining an underground storm water retention system (the “*Storm Drainage System*”).

2. Maintenance of Storm Drainage System. Upon construction of the Storm Drainage System, the West Parcel Owner shall maintain the Storm Drainage System and keep the same in good, operating

condition and repair. In performing construction and ongoing maintenance activities, West Parcel Owner shall make every reasonable effort to prevent any mechanic's liens to be recorded against the East Parcel, but in the event that any such lien is recorded, West Parcel Owner shall immediately discharge the lien or post a bond with respect to such lien in accordance with Utah law.

3. No Interference by West Parcel Owner. Subject to the provisions outlined in Section 4 below, West Parcel Owner shall conduct its activities within the Easement Area in a manner which avoids interference with (i) other utilities or other improvements located from time to time within the Easement Area, if any, and (ii) the use and enjoyment of the surface by the East Parcel Owner. Furthermore, West Parcel Owner agrees to restore to its prior condition the surface of the Easement Area upon performing repair and maintenance activities as provided in Section 2 above.

4. No Interference by East Parcel Owner. East Parcel Owner shall not construct or erect or allow or cause to be constructed or erected any permanent structure of any kind which may or could interfere with the construction and operation of the Storm Drainage System upon the Easement Area described herein. Subject to the preceding sentence, East Parcel Owner reserves the right to grant additional easements to third parties within or across the Easement Area not inconsistent with the easement rights granted herein, and to place improvements on and to utilize the surface of the Easement Area for uses not inconsistent with the easement granted herein, including, without limitation, the installation, use, maintenance and replacement of landscaping and/or other similar surface improvements.

5. Amendment or Modification. This Agreement may be amended or modified from time to time only by a document executed by East Parcel Owner and West Parcel Owner and recorded at the Salt Lake County Recorder's Office. The consent or approval of no other person shall be required to accomplish any amendment or modification hereto.

6. Covenants Run with the Land. All the provisions, agreements, rights, powers, covenants, conditions, obligations, and easements contained in this Agreement shall be binding upon and inure to the benefit of the West Parcel (and West Parcel Owner) and the East Parcel (and the East Parcel Owner), and their respective successors, assigns, heirs, devisees, executors, administrators, subsidiaries, representatives, lessees, sublessees, and members. All the provisions, agreements, rights, powers, covenants, conditions, obligations and easements contained in this Agreement shall be covenants running with the Property.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8. No Public Dedication. Nothing contained herein shall constitute a dedication to public use of any portion of the Access Easement or as an acknowledgment or admission by the owners of any prior dedication or of the prior creation of any public right upon any portion of the Access Easement.

9. Attorneys' Fees. If a lawsuit is commenced or any other action taken to enforce or interpret any of the provisions of this Declaration, the prevailing or non-defaulting party, as applicable, shall have the right to recover its reasonable attorneys' fees and legal costs from the unsuccessful or defaulting party, as applicable, including all such fees and costs incurred in bankruptcy proceedings and in any appellate process.

10. Severability. The invalidity or unenforceability of any provision of this Declaration with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of

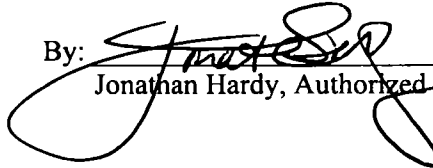
any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

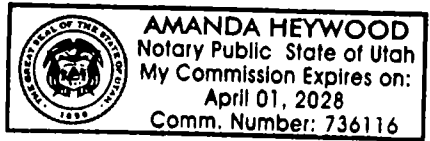
DECLARANT:

OLYMPUS QOZB, LLC, a Delaware limited liability company

By: BCG TBD Manager, LLC, a Delaware limited liability company, its Managing Member

By: 
Jonathan Hardy, Authorized Agent

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



The foregoing instrument was acknowledged before me this 12 day of June, 2024 by Jonathan Hardy, the Authorized Agent of BCG TBD Manager, LLC, a Delaware limited liability company, the Managing Member of Olympus QOZB, LLC, a Delaware limited liability company, and said instrument was signed on behalf of said limited liability company, which executed the same.

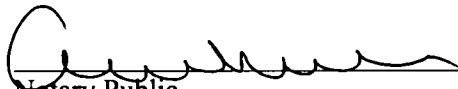

Notary Public

EXHIBIT A

Legal Description of West Parcel

PARCEL 7

A PORTION OF LOT 5, BLOCK 29, PLAT A, SALT LAKE SURVEY, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON NORTH LINE OF SAID LOT 5, SAID POINT BEING NORTH 89°52'10" EAST 165.09 FEET ALONG SAID NORTH LINE FROM THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE NORTH 89°52'10" EAST ALONG SAID NORTH LINE 154.51 FEET; THENCE SOUTH 165.06 FEET TO A POINT ON THE SOUTH LINE OF SAID; THENCE SOUTH 89°52'18" WEST 320.05 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°09'27" EAST 69.24 FEET ALONG THE WEST LINE OF SAID LOT 5; THENCE NORTH 78°48'32" EAST 76.74 FEET TO A POINT ON THE ARC OF A TANGENT 474.28 FOOT-RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 90.46 FEET THROUGH A CENTRAL ANGLE OF 10°55'40", CHORD BEARS NORTH 84°16'24" EAST 90.32 FEET; THENCE NORTH 00°09'27" EAST 72.27 FEET TO THE POINT OF BEGINNING.

CONTAINS: 39,373 SQ.FT. OR 0.904 ACRES

EXHIBIT B

Storm Drainage Easement Area

A DRAINAGE EASEMENT LOCATED IN LOT 5, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY, THE PERIMETER OF SAID EASEMENT IS DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°52'10" WEST 10.58 FEET ALONG THE NORTH LINE OF SAID LOT 5 AND RUNNING THENCE EAST 5.65 FEET; THENCE SOUTH 154.53 FEET; THENCE WEST 15.75 FEET; THENCE NORTH 154.53 FEET; THENCE EAST 10.10 FEET TO THE POINT OF BEGINNING.