

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 (collectively, the “**Property**”). The subdivided lots and parcels of the Property (and improvements on and appurtenances to each) 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 additional commercial lots in the future.

C. The legal description of the Property on which the fiber will be placed is attached hereto on **Exhibit A**, and the depiction of associated vaults on the Property is attached hereto as **Exhibit B**.

D. Declarant hereby submits the Property to the terms and conditions of this Declaration in order to establish easements for fiber, vaults, and appurtenances across, under and over 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 Fiber Area (defined below) 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 development, use, occupancy, maintenance and enjoyment of the Property.

1. Fiber Easements.

1.1 Easements. Declarant declares and grants for the benefit of the Declarant, Owner of each Lot, and 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, and the concessionaires, agents, employees, customers, visitors, contractors, licensees, lessees and invitees of any them (collectively,

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10718 S BECKSTEAD LANE SUITE 102 SOUTH JORDAN, UT 84095

“Permittees”), a perpetual, non-exclusive easement upon, over, under, through and across (a) the real property legally described on **Exhibit A** and (b) the vault areas depicted on **Exhibit B** and identified as “Fiber Vault Location”, all located to the south of Wells Park Road (collectively, the “**Fiber Area**”), for the purpose of providing the Declarant and Owners of Lot 1 and Parcel A (and their respective Permittees) access to and use of the Fiber Area for the construction, operation, maintenance, repair, replacement and removal of telecommunication, fiber optic, internet, and other electrical lines, vaults, manholes, and appurtenances thereto, now or in the future.

1.2 Maintenance and Compliance with Laws. Declarant shall maintain the Fiber Area in good condition, order and repair pursuant to a separately executed agreement between the parties. The Declarant, Lot Owners, and Permittees shall comply with all applicable laws, rules, regulations and requirements of all authorities pertaining to the Fiber Area.

1.3 Reservation by Declarant. Declarant reserves the right to use the Fiber Area for any purpose which does not unreasonably interfere with the easements granted by this Declaration, including but not limited to, the right to grant other easements on, under, over and across the Fiber Area.

2. Insurance. All Owners shall obtain and maintain, at each Owner’s sole cost, as the case may be, a commercial general liability insurance policy with a combined single limit of at least One Million Dollars (\$1,000,000) under which the other Owners are named as additional insureds and, within 30 days after request, that Owner shall deliver to the 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. Indemnity and Waiver. Each Owner’s use and enjoyment of the Fiber Area shall constitute such Owner’s agreement to (i) waive all claims against Declarant with respect to such Owner’s use of the Fiber Area, 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 Fiber Area, (y) the actions or omissions of Owner’s agents, employees, contractors, licensees and invitees in connection with the Fiber Area.

4. Run With the Land. This Declaration will run with the land and the ownership of the 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 Declarant, the applicable Owners and their respective successors, transferees and assigns and to each such Owner’s Lot. All express benefits and burdens of Declarant hereunder will attach to each of the Lots owned by Declarant.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.


10. **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.

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

[Signature page follows]

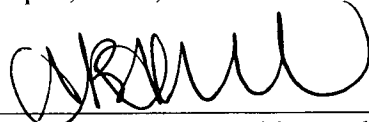
IN WITNESS WHEREOF, Declarant has made this Declaration as of the Effective Date.

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)
) SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 01 day of February 2024, by Cory Argyle as 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

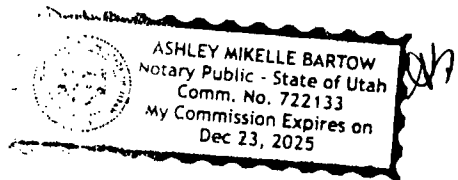


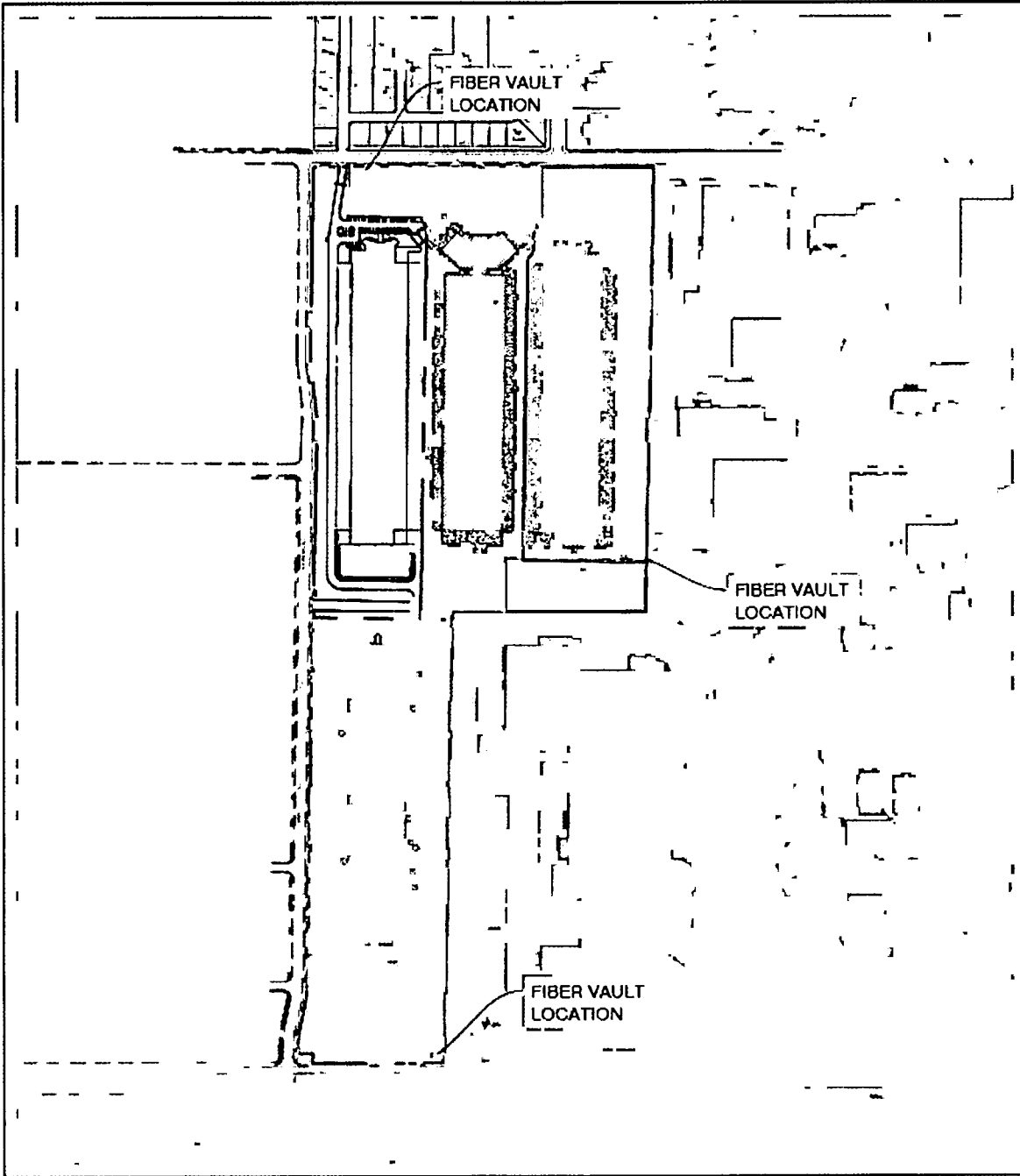
Exhibit A

LEGAL DESCRIPTION

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.

Exhibit B

VAULT DEPICTION



NOVA FIBER VAULT EXHIBIT	PREPARED BY: CIR CIVIL ENGINEERING + SURVEYING
	10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
	JANUARY 23, 2024 Page 1 of 1