

AMENDED AND RESTATED DECLARATION OF WATER EASEMENTS

THIS AMENDED AND RESTATED DECLARATION OF WATER EASEMENTS (this “**Declaration**”) is made as of the 28th 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. Declarant submitted the Property to that certain Declaration of Water Easements dated February 1, 2024, recorded February 2, 2024 in the Records as Entry No. 14200938 in Book 11469 Page 8492 (the “**Prior Easement Declaration**”). Certain water easements were erroneously excluded from the legal description and depiction attached as Exhibit A to the Prior Easement Declaration. Declarant desires to amend and restate in the entirety the Prior Easement Declaration with this Declaration to include Waterline Easement #1 and Waterline Easement #2 (together with Waterline Easement #3, Waterline Easement #4, and Waterline Easement #5) as set forth on **Exhibit A** attached hereto and incorporated herein.

D. Declarant hereby submits the Property to the terms and conditions of this Declaration in order to establish an easement for water lines and appurtenances 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 Waterline 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 amend, restate and replace in the entirety the Prior Easement Declaration with this Declaration, and hereby establishes and imposes 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.

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02/28/2024 04:35 PM BY: Jattermann Fees: \$40.00
Rashelle Hobbs Recorder, Salt Lake County, Utah
Return To: JHC08 POLITZ - NOVVA
6477 WELLS PARK RD WEST JORDAN, UT 84081

1. Waterline Easements.

1.1 Easements. Declarant declares and grants for the benefit of the Declarant, 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, and the concessionaires, agents, employees, customers, visitors, contractors, licensees, lessees and invitees of any them (collectively, "**Permittees**"), a perpetual, non-exclusive easement upon, over, under, through and across the waterline areas legally described on **Exhibit A** and identified as "10.0 Waterline Easement" and Waterline Easement #1, Waterline Easement #2, Waterline Easement #3, Waterline Easement #4, and Waterline Easement #5, containing approximately 78,513 square feet and located to the south of Wells Park Road (collectively, the "**Waterline Area**"), for the purpose of providing the Declarant and Owners of Lot 1 and Parcel A (and their respective Permittees, successors and assigns) access to and use of the Waterline Area for the construction, operation, maintenance, repair, replacement and removal of water lines and pipes, manholes, and appurtenances thereto, now or in the future, as shown on **Exhibit A**.

1.2 Maintenance and Compliance with Laws. Declarant shall maintain the Waterline Area until the Property is conveyed to one or more Owners. Thereafter, Declarant or the Owner in fee simple of each portion of the Waterline Area shall maintain such portion of the Waterline Area in good condition, order and repair, and be responsible for 100% of the cost to maintain, repair, and replace the Waterline Area until such time as the Waterline Area is subject to a separate maintenance agreement between the Owners. In no event shall the Waterline Area contain any building, structure, improvement or obstruction, except as expressly provided for herein. All Lot Owners and Permittees shall comply with all applicable laws, rules, regulations and requirements of all authorities pertaining to the Waterline Area.

1.3 Right to Perform Maintenance. If any Owner determines in good faith that another Owner (the "**Repair Owner**") has failed to perform its maintenance obligations with respect to the Waterline Area, to the extent required by Section 1.2 of this Agreement, and which failure is damaging or causing damage to such Owner's respective parcel, then it shall notify the Repair Owner, with a copy to the other Owners, of such determination ("**Maintenance Notice**"). The Repair Owner shall have three (3) calendar days from receipt of the Maintenance Notice to commence to cure such failure and shall diligently prosecute such cure to its completion. The Repair Owner may notify the notifying Owner, with a copy to the other Owners, not later than one (1) day after receipt of a Maintenance Notice, if it has a reasonable explanation for the delay, and/or reasonable evidence of its commitment and ability to commence or resume, as applicable, its maintenance obligations, in which case the Repair Owner shall continue to do so in a reasonably diligent manner in accordance with its commitment to do so. If thereafter the Repair Owner persists in its failure to perform, then the notifying Owner shall have the right, as its sole remedy, to cure such failure along with the right to submit to the Repair Owner a demand ("**Maintenance Demand Notice**") for the reimbursement of funds expended by the notifying Owner for the maintenance work performed, plus an administrative fee of five percent (5%) of the total of those funds expended and which administrative fee shall only apply in the event a contractor is required which charges overhead, as reasonably documented. A Maintenance

Demand Notice shall be accompanied by invoices for work performed. The Repair Owner shall have thirty (30) days from receipt of such Maintenance Demand Notice to fully reimburse the notifying Owner. In addition to any other remedies in this Agreement or provided by law, if the Repair Owner does not reimburse the notifying Owner within that thirty (30) day period, then interest shall commence to accrue on any non-disputed portion of the delinquent amount from the date reimbursement is due until paid at the rate of ten percent (10%) per annum, or the maximum amount allowable by law.

1.4 Reservation by Declarant. Declarant reserves the right to use the Waterline 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 Waterline Area.

2. Insurance. All Owners shall obtain and maintain, at each Owner's cost, 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. Indemnity and Waiver. Each Owner's use and enjoyment of the Waterline Area shall constitute such Owner's agreement to (i) waive all claims against Declarant with respect to such Owner's use of the Waterline 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 Waterline Area, (y) the actions or omissions of Owner's agents, employees, contractors, licensees and invitees in connection with the Waterline 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.

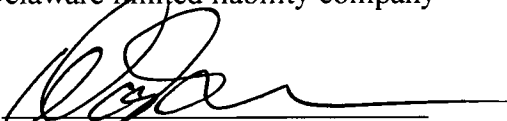
10. **Governing Law.** This Declaration will be governed by, and construed in accordance with, the laws of the State of Utah, without reference to its conflicts of laws principles.

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

[Signature page follows]

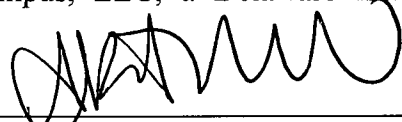
IN WITNESS WHEREOF, Declarant has made this Declaration as of the Effective Date.

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

By: 
Wes Swenson, Manager

STATE OF UTAH)
)
COUNTY OF SALT LAKE) SS.

The foregoing instrument was acknowledged before me this 28th day of February, 2024, by Wes Swenson, 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

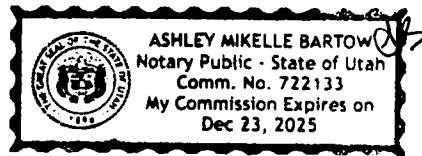


Exhibit A

WATERLINE AREA LEGAL DESCRIPTION AND DEPICTION

Two (2) waterline easements being a strip of land 10.00 – feet in with lying within Lot 1, 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, 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. Said 10.00-foot wide strip of land lies 5.00-feet each side of the following described centerline:

Waterline Easement #1

Beginning at a point on a northerly line of said Lot 1, which is 929.14 feet S. 89°48'00" E. along said northerly line from the northwesterly corner of said Lot 1; thence S. 00°05'10" W. 181.49 feet; thence S. 44°54'50" E. 45.87 feet; thence S. 89°54'50" E. 309.68 feet; thence S. 44°54'50" E. 15.30 feet; thence S. 00°52'01" W. 1,501.69 feet; thence N. 89°14'13" W. 808.71 feet; thence S. 45°56'17" W. 49.54 feet; thence S. 00°56'17" W. 193.76 feet to Waterline Easement #2; thence S. 00°56'17" W. 45.15 feet to a southerly line of said Lot 1 and the **Point of Terminus**.

The above-described easement contains 31,512 sq. ft., or 0.723 acre. more or less.

Waterline Easement #2

Beginning at a point on a northerly line of said Lot 1, which is 343.37 feet S. 89°48'00" E. along said northerly line from the northwesterly corner of said Lot 1; thence S. 00°56'18" W. 1944.87 feet; thence S. 89°03'42" E. 100.10 feet to Waterline Easement #1 and the **Point of Terminus**.

The above-described easement contains 20,400 sq. ft., or 0.020 acre, more or less.

The sidelines of said 10.00 wide strip of land shall be lengthened or shortened to begin on the northerly line of said Lot 1, Vast Data Centers Subdivision and terminate at a southerly line of said Lot 1.

BALANCE: The above-described two (2) waterline easements contain 51,912 sq. ft., or 1.191 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.

Three (3) waterline easements being a strip of land 10.00 – feet in width lying within 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, 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. Said 10.00-foot wide strip of land lies 5.00-feet each side of the following described centerline:

Waterline Easement #3

Beginning at a point in said Lot 1 also being on waterline easement #2, which is 345.69 feet S. 89°48'00" E. along the northerly line from the northwesterly corner of said Lot 1 and 163.21 feet South; thence S.88°59'52"E. 390.61 feet; thence S.43°59'52"E. 61.82 feet; thence S.88°59'52"E. 145.59 feet; thence N.46°00'08"E. 21.51 feet to Waterline Easement #1 and the **Point of Terminus**.

The above-described easement contains 6,196 sq. ft., or 0.142 acre, more or less.

Waterline Easement #4

Beginning at a point in said Lot 1 also being on waterline easement #3, which is 902.96 feet S. 89°48'00" E. along the northerly line from the northwesterly corner of said Lot 1 and 219.81 feet South; thence S.00°05'10"W. 55.53 feet; thence S.46°00'08"W. 163.14 feet; thence S.01°00'08"W. 1224.12 feet; thence S.48°29'36"E. 57.30 feet; thence S.00°56'17"W. 65.27 feet to waterline easement #1 and the **Point of Terminus**.

The above-described easement contains 15,655 sq. ft., or 0.359 acre, more or less.

Waterline Easement #5

Beginning at a point on the easterly line of said Parcel A which is 306.52 feet S. 89°48'00" E. along the northerly line from the northwesterly corner of said Lot 1 and 1944.66 feet South; thence S.89°03'42"E. 236.74 feet; thence S. 77°48'42" E. 220.60 feet; thence S. 89°03'42" E. 17.63 feet to the **Point of Terminus**.

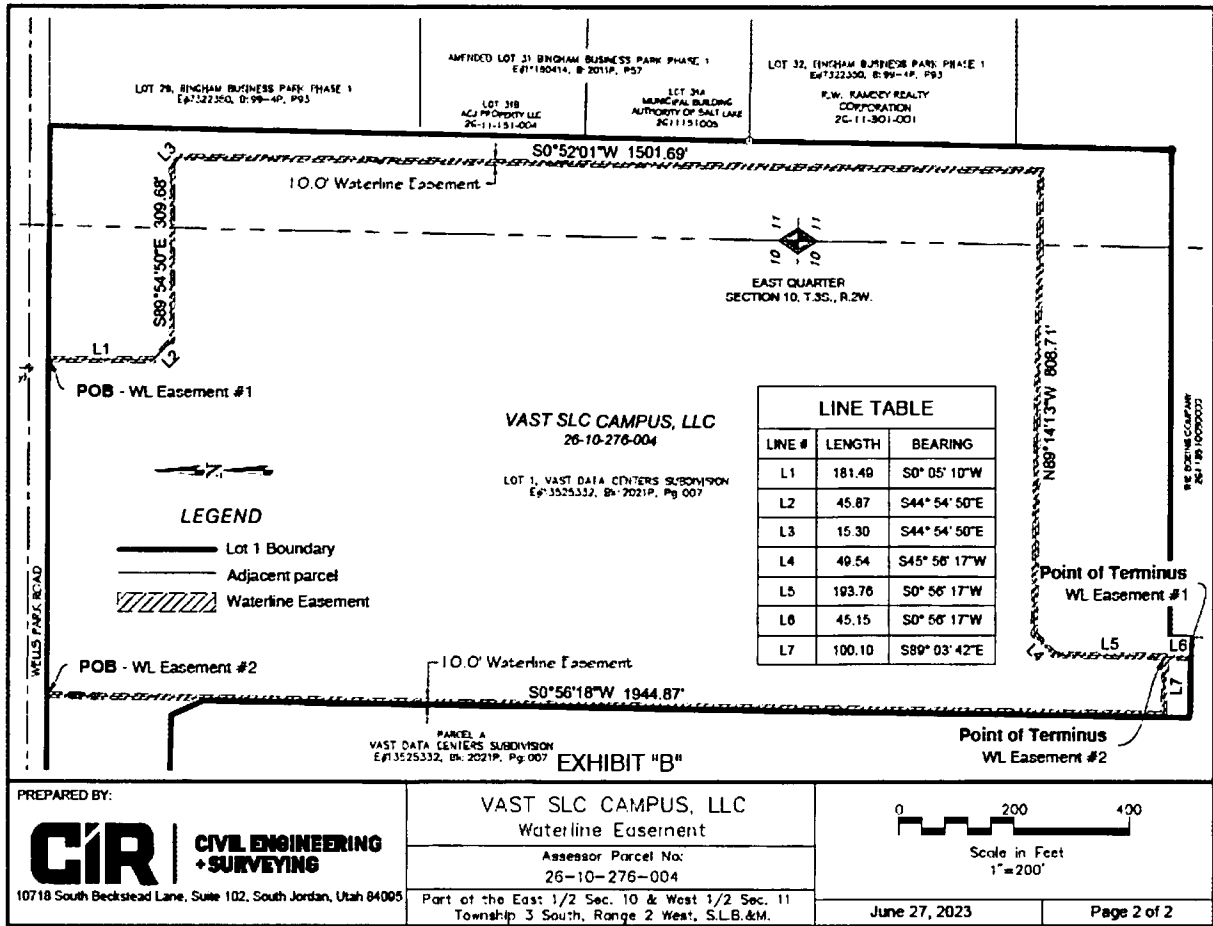
The above-described easement contains 4,750 sq. ft., or 0.109 acre, more or less.

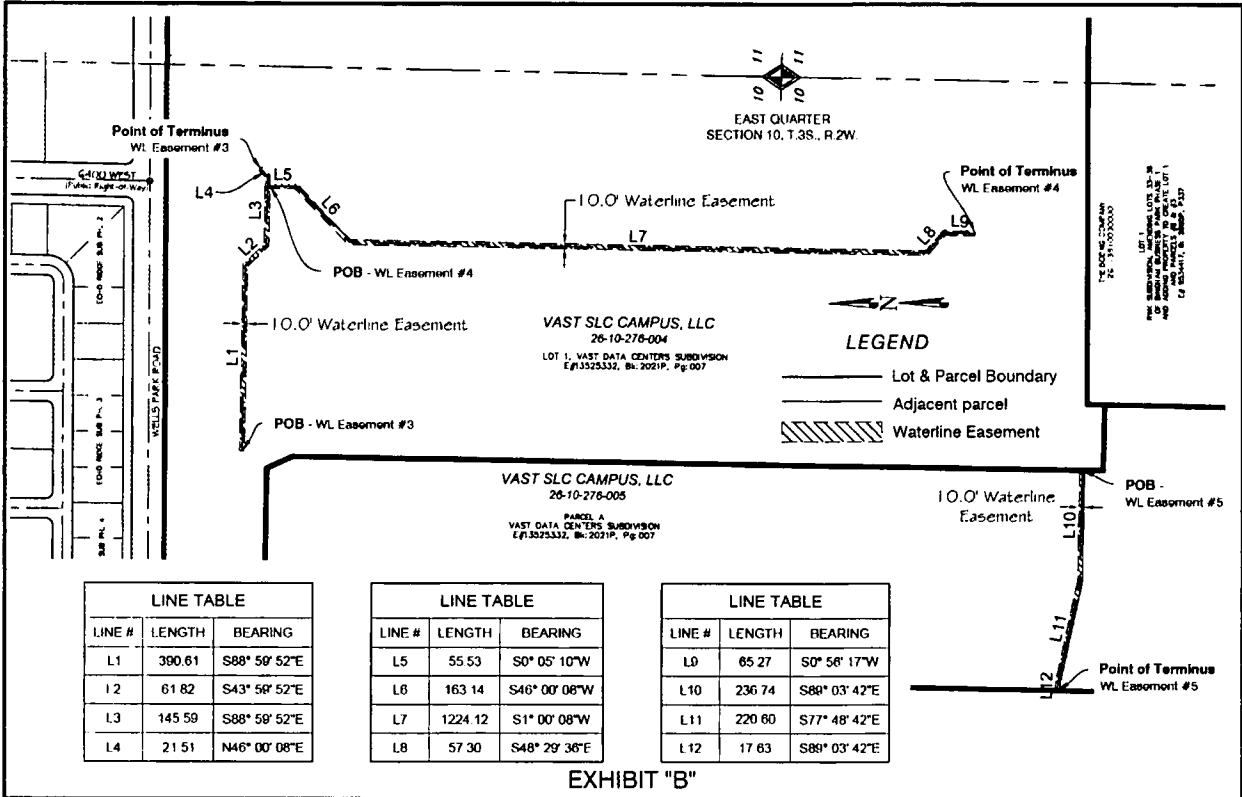
The sidelines of said 10.00-foot-wide strip of land shall be lengthened or shortened to begin parallel and perpendicular to described centerline and terminate parallel and perpendicular to described centerline.

BALANCE: The above-described three (3) waterline easements contain 26,601 sq. ft., or 0.611 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.





<p>PREPARED BY</p> <p>10718 South Hockstead Lane, Suite 102, South Jordan, Utah 84095 Phone 435 503-7641</p>	<p>VAST SLC CAMPUS, LLC Waterline Easements</p> <p>Assessor Parcel No: 26-10-276-004 & 26-10-276-005</p> <p>Part of the East 1/2 Sec. 10 & West 1/2 Sec. 11 Township 3 South, Range 2 West, S.L.B.&M.</p>	<p>Scale in Feet 1"=250'</p> <p>November 13, 2023</p>
Page 3 of 3		