

DECLARATION OF WATER EASEMENT

THIS DECLARATION OF WATER EASEMENT (“**Declaration**”) is made as of the March 20, 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 (“**Declarant**”).

Recitals

A. Declarant is the owner in fee simple of **Lot 1, Novva Data Centers Subdivision Amending Lot 1, VAST Data Centers Subdivision** recorded as Entry No. 14216122 in Book 2024 of the Plats, at Page 060 in the Office of the Salt Lake County Recorder (the “**Records**”), State of Utah (the “**Burdened Lot**”), and **Parcel A, VAST Data Centers Subdivision**, recorded as Entry No. 13525332 in Book 2021 of Plats, at Page 007 in the Records (the “**Benefitted Lot**” and together with the Burdened Lot, 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 Benefitted Lot be further subdivided into several commercial lots.

C. The legal description and illustration for a water line on the Burdened Lot (more particularly described in Section 1.1) are attached hereto as **Exhibit A** and **Exhibit B**.

D. Declarant hereby submits the Property to the terms and conditions of this Declaration in order to establish an easement for a water line and appurtenances across the Burdened Lot for the benefit of the Benefitted Lot, Declarant and existing and future Owners, and to otherwise govern, control and regulate certain aspects of the ownership, use and operation of the Water 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 the following grants, easements, covenants, conditions and provisions of this Declaration.

1. Water Easement.

1.1 Easement. Declarant declares and grants for the benefit of the Declarant, Benefitted Lot Owner, and the Declarant and Benefitted Lot Owner’s 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 the Benefitted 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 water area legally described on **Exhibit A** and depicted on **Exhibit B**

14222034 B: 11481 P: 1472 Total Pages: 8
03/29/2024 09:39 AM By: adavis Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah

Return To: JOKE POLTZ
6477 WELLS PARK ROAD WEST JORDAN, UT 84081

identified as “Water Easement” containing approximately 87 square feet and located on the Burdened Lot (the “**Water Area**”), for the purpose of providing the Declarant and the Benefitted Lot Owner (and its respective Permittees) access to and use of the Water Area for the construction, operation, maintenance, repair, replacement and removal of water lines, manholes, and appurtenances thereto, now or in the future.

1.2 Maintenance and Compliance with Laws. Declarant shall maintain the Water Area in good condition, order and repair, and be responsible for 100% of the cost to maintain, repair, and replace the Water Area until such time as the Water Area is subject to a separate maintenance agreement between the Owners. All Lot Owners, their heirs, successors, assigns, grantees, mortgagees, licensees, tenants and subtenants shall comply with all applicable laws, rules, regulations and requirements of all authorities pertaining to the Water Area.

1.3 Right to Perform Maintenance. If the Benefitted Lot Owner determines in good faith that Declarant or its successors and/or assigns (the “**Repair Owner**”) has failed to perform its maintenance obligations with respect to the Water Area, to the extent required by Section 1.2 of this Agreement, and which failure is damaging or causing damage to such Benefitted Lot Owner’s parcel, then it shall notify the Repair Owner of such determination (“**Maintenance Notice**”). The Repair Owner shall have five (5) 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 Benefitted Lot Owner not later than two (2) business days 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. If thereafter the Repair Owner persists in its failure to perform, then the Benefitted Lot 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 Benefitted Lot Owner for the maintenance work performed, plus an administrative fee of five percent (5%) of the total of those funds expended. 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 Benefitted Lot 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 Water 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 Water Area.

2. Insurance. Benefitted Lot Owner shall obtain and maintain, at Benefitted Lot 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 is named as additional insured and, within 30 days after request, Benefitted Lot Owner shall deliver to the Declarant a certificate or other reasonable proof of that insurance. Should Benefitted Lot Owner fail to maintain required insurance or deliver evidence of required insurance, Declarant may procure insurance on behalf of

Benefitted Lot Owner and Benefitted Lot 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.** Benefitted Lot Owner's use and enjoyment of the Water Area shall constitute Benefitted Lot Owner's agreement to (i) waive all claims against Declarant with respect to Benefitted Lot Owner's use of the Water 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) Benefitted Lot Owner's and its agents, employees, contractors, licensees and invitees use of the Water Area, (y) the actions or omissions of Benefitted Lot Owner's agents, employees, contractors, licensees and invitees in connection with the Water 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 benefitted and burdened thereby. Such benefits and burdens will inure to Declarant, the Benefitted Lot Owner, the Burdened Lot Owner, and their respective successors, transferees and assigns and to Benefitted Lot Owner's and Burdened Owner's Lot.

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 easement 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 easement 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 Benefitted Lot Owner's Lot only by the mutual written consent of all Owners who are benefitted 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 the Owners, which consent shall not be unreasonably withheld, conditioned or delayed, so long as such amendment does not (a) materially and adversely affect Benefitted Lot Owner's rights set forth herein, or (b) materially increase the obligations of Burdened Lot 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]

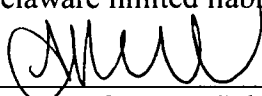
IN WITNESS WHEREOF, Declarant has made this Declaration as of the Effective Date.

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)
)
COUNTY OF SALT LAKE) SS.

The foregoing instrument was acknowledged before me this 21 day of March, 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, VT

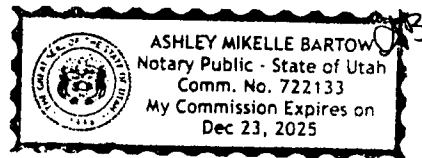


Exhibit A

WATER AREA LEGAL DESCRIPTION

A Water Easement being a strip of land 10.00 feet in width lying within Lot 1, NOVAA Data Centers Subdivision Amending Lot 1, Vast Data Centers Subdivision recorded March 14, 2024 as Entry No. 14216122 in Book 2024, at Page 60 in the Office of the Salt Lake County Recorder located in the Northeast Quarter of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian. Said 10.00 – foot wide strip of land lies 5.00 feet on each side of the following described centerline:

Beginning at a point on a westerly line of said Lot 1, NOVAA Data Centers Subdivision Amending Lot 1, Vast Data Centers Subdivision, which is 1,889.88 feet S. 89°51'02" E. along the South line of said Section 10 and 3,734.90 feet North from the South Quarter Corner of said Section 10; thence S.88°31'18"E. 8.72 feet; to the **Point of Terminus**.

The sidelines of said 10.00 wide strip of land shall be lengthened or shortened to begin on said westerly line of said Lot 1, NOVAA Data Centers Subdivision Amending Lot 1, Vast Data Centers Subdivision and terminate perpendicular to said center line.

The above-described easement contains 87 Sq Ft., in area or 0.002 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 NOVAA Data Centers Subdivision Amending Lot 1, Vast Data Centers Subdivision between the South Quarter Corner and the Southwest Corner of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Exhibit B

WATER AREA DEPICTION

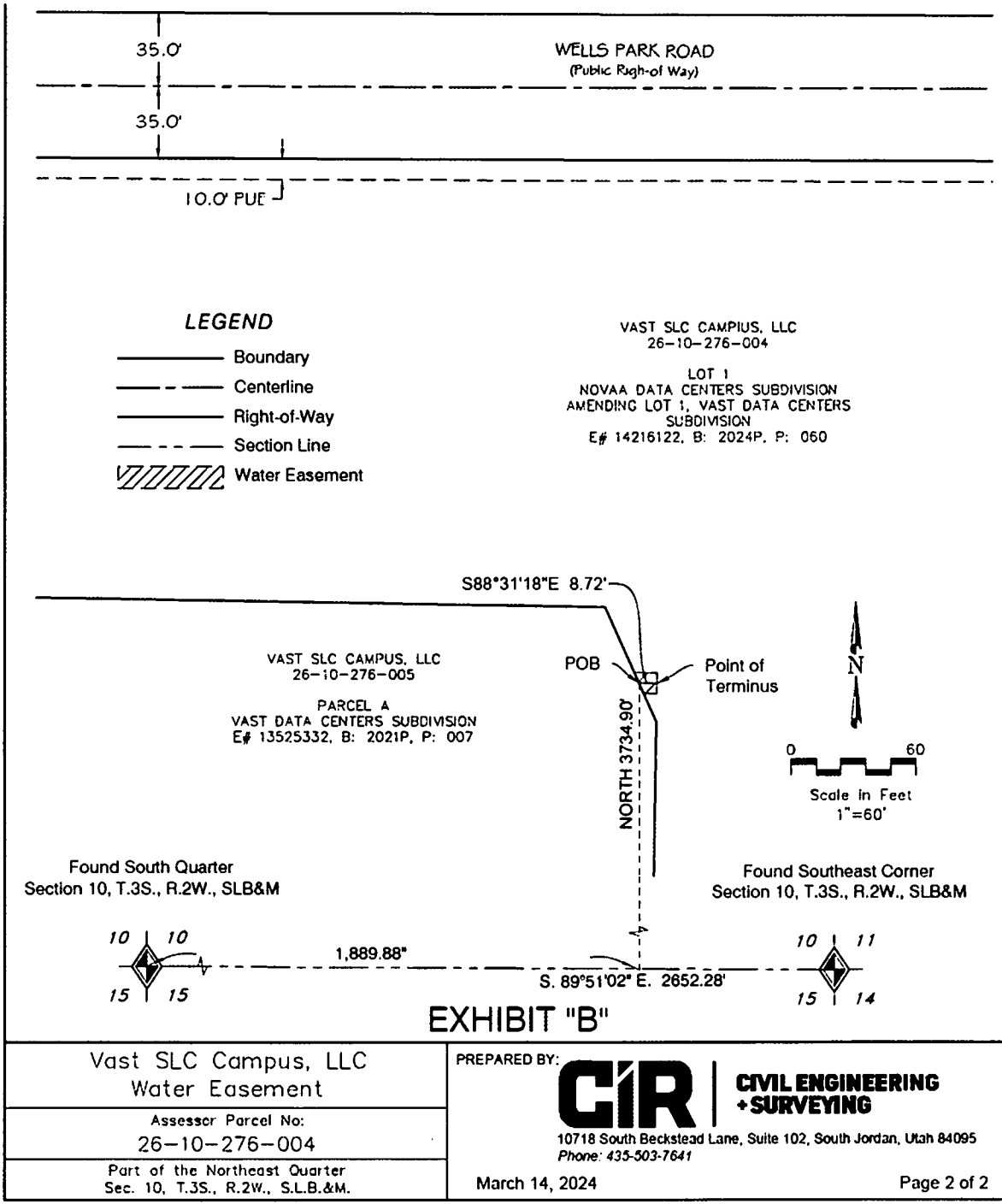


Exhibit C

BENEFITTED AND BURDENED PROPERTY

BENEFITTED LOT

Parcel A, VAST Data Centers Subdivision, recorded as Entry No. 13525332 in Book 2021 of Plats, at Page 007 in the Office of the Salt Lake County Recorder, State of Utah

BURDENED LOT

Lot 1, Novva Data Centers Subdivision Amending Lot 1, VAST Data Centers Subdivision recorded as Entry No. 14216122 in Book 2024 of the Plats, at Page 060 in the Office of the Salt Lake County Recorder, State of Utah