

PRIVATE STORM DRAINAGE EASEMENT

NOVATEK INC. GRANTOR, hereby grants to **NOVATEK INC.**, GRANTEE and their successors and assigns, a private storm drainage easement for the perpetual use and access to an proposed storm drain line and appurtenant parts over, under, across and through a parcel of property located in Section 20, Township 7 South, Range 2 East, Salt Lake Base and Meridian, and more particularly described as follows:

A 10.00 foot easement, 5.00' on each side of the following described centerline.

Commencing at a point located South 89E37'29" West along the Section line 85.76 feet and South 198.83 feet from the North quarter corner of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North 80E04'27" West 110.19 feet to a point located South 89E37'29" West along the Section line 194.30 feet and South 179.12 feet from the North quarter corner of said Section 20.

The easement herein granted by the undersigned is a perpetual easement.

WITNESS the hand of said Grantor, this 24 day of MARCH, 2009.¹⁰ *JK*

by: *Jay Rasmussen*
NOVATEK INC.

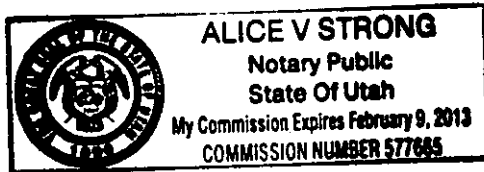
JK The foregoing instrument was acknowledged before me this 24 day of March, 2009, by those signed above who represented and acknowledged to me that they did execute the same.

STATE OF UTAH

SS

COUNTY OF UTAH

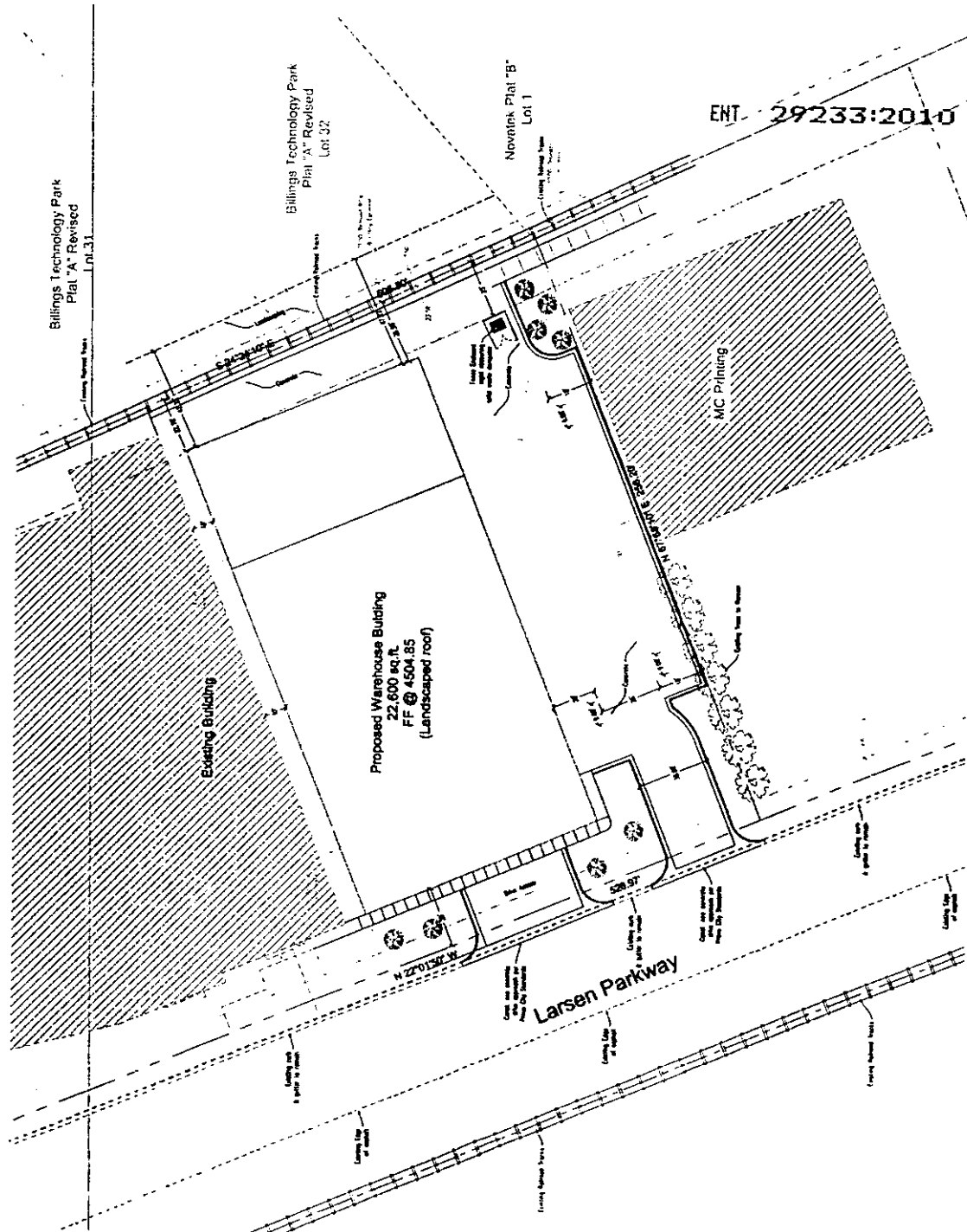
Alice V Strong
Notary Public



ENT 29233:2010 PG 1 of 2
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Apr 12 12:22 pm FEE 12.00 BY SW
RECORDED FOR NOVATEK INC

Novatek Warehouse

Provo
Utah



- OPEN NOTES**
1. All construction shall conform to the provisions of the Utah Uniform Building Code (UUBC) and all applicable codes and regulations. The UUBC is hereby incorporated by reference into this contract.
 2. The contractor shall be responsible for obtaining all necessary permits from the City of Provo, Utah, and for paying all associated fees. The contractor shall also be responsible for obtaining all necessary utility information and for marking all existing utilities prior to construction.
 3. The contractor shall be responsible for protecting all existing utilities and structures on the site. If any damage to existing utilities or structures occurs, the contractor shall be responsible for repairing or replacing the same at its own expense.
 4. The contractor shall be responsible for maintaining access to all adjacent properties at all times. If access is restricted, the contractor shall be responsible for providing alternate access at its own expense.
 5. The contractor shall be responsible for maintaining the site in a safe and sanitary condition at all times. The contractor shall be responsible for removing all debris and materials from the site as construction progresses.
 6. The contractor shall be responsible for maintaining the site in accordance with all applicable environmental regulations and standards. The contractor shall be responsible for obtaining all necessary permits and for paying all associated fees.
 7. The contractor shall be responsible for maintaining the site in accordance with all applicable safety regulations and standards. The contractor shall be responsible for providing all necessary safety equipment and for training all workers in the safe use of the same.
 8. The contractor shall be responsible for maintaining the site in accordance with all applicable fire safety regulations and standards. The contractor shall be responsible for providing all necessary fire safety equipment and for training all workers in the safe use of the same.
 9. The contractor shall be responsible for maintaining the site in accordance with all applicable noise and vibration regulations and standards. The contractor shall be responsible for providing all necessary noise and vibration mitigation measures.
 10. The contractor shall be responsible for maintaining the site in accordance with all applicable air quality regulations and standards. The contractor shall be responsible for providing all necessary air quality mitigation measures.
 11. The contractor shall be responsible for maintaining the site in accordance with all applicable water quality regulations and standards. The contractor shall be responsible for providing all necessary water quality mitigation measures.
 12. The contractor shall be responsible for maintaining the site in accordance with all applicable soil erosion and sedimentation regulations and standards. The contractor shall be responsible for providing all necessary erosion and sedimentation control measures.
 13. The contractor shall be responsible for maintaining the site in accordance with all applicable stormwater management regulations and standards. The contractor shall be responsible for providing all necessary stormwater management measures.
 14. The contractor shall be responsible for maintaining the site in accordance with all applicable traffic management regulations and standards. The contractor shall be responsible for providing all necessary traffic management measures.
 15. The contractor shall be responsible for maintaining the site in accordance with all applicable public works regulations and standards. The contractor shall be responsible for providing all necessary public works measures.
 16. The contractor shall be responsible for maintaining the site in accordance with all applicable utility regulations and standards. The contractor shall be responsible for providing all necessary utility measures.
 17. The contractor shall be responsible for maintaining the site in accordance with all applicable health, safety and environmental regulations and standards. The contractor shall be responsible for providing all necessary health, safety and environmental measures.
 18. The contractor shall be responsible for maintaining the site in accordance with all applicable record keeping regulations and standards. The contractor shall be responsible for providing all necessary record keeping measures.
 19. The contractor shall be responsible for maintaining the site in accordance with all applicable dispute resolution regulations and standards. The contractor shall be responsible for providing all necessary dispute resolution measures.
 20. The contractor shall be responsible for maintaining the site in accordance with all applicable contract administration regulations and standards. The contractor shall be responsible for providing all necessary contract administration measures.
 21. The contractor shall be responsible for maintaining the site in accordance with all applicable project management regulations and standards. The contractor shall be responsible for providing all necessary project management measures.
 22. The contractor shall be responsible for maintaining the site in accordance with all applicable communication regulations and standards. The contractor shall be responsible for providing all necessary communication measures.
 23. The contractor shall be responsible for maintaining the site in accordance with all applicable risk management regulations and standards. The contractor shall be responsible for providing all necessary risk management measures.
 24. The contractor shall be responsible for maintaining the site in accordance with all applicable quality management regulations and standards. The contractor shall be responsible for providing all necessary quality management measures.
 25. The contractor shall be responsible for maintaining the site in accordance with all applicable sustainability regulations and standards. The contractor shall be responsible for providing all necessary sustainability measures.

Dudley and Associates, Inc.
Engineers Planners Land Surveyors
353 East 1200 South
Orem, Utah 84058
801-224-1252

Amended Project Plan

DATE: 12-15-2010
SCALE: AS SHOWN
BY: P.D.
TO: TRANSPORTATION
L.

SHEET NO. C-1

Tabulation Table

Area	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
Total Area	22,600	22,600	22,600	22,600
Total Area (Including 10' Buffer)	23,200	23,200	23,200	23,200
Total Area (Including 20' Buffer)	24,800	24,800	24,800	24,800
Total Area (Including 30' Buffer)	26,400	26,400	26,400	26,400
Total Area (Including 40' Buffer)	28,000	28,000	28,000	28,000
Total Area (Including 50' Buffer)	29,600	29,600	29,600	29,600
Total Area (Including 60' Buffer)	31,200	31,200	31,200	31,200
Total Area (Including 70' Buffer)	32,800	32,800	32,800	32,800
Total Area (Including 80' Buffer)	34,400	34,400	34,400	34,400
Total Area (Including 90' Buffer)	36,000	36,000	36,000	36,000
Total Area (Including 100' Buffer)	37,600	37,600	37,600	37,600

GRAPHIC SCALE
1" = 70'
1" = 140'

NO. 117108
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Dudley