

WHEN RECORDED MAIL TO:
Jordan Valley Water
Conservancy District
Attn: Property Manager
8215 South 1300 West
West Jordan, Utah 84088

11811230
02/28/2014 11:57 AM \$0.00
Book - 10214 Ps - 2275-2289
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84088
BY: SMA, DEPUTY - MA *IS*

[PARCEL ID #2636476001]

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made as of Feb. 27, 2014 between the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("District"), and Herriman City, a Utah municipality ("City").

RECITALS:

- A. The District holds an easement and right-of-way (collectively referred to as the "Easement/Right-of-Way," and described on attached Exhibit A) under authority of a written agreement, and it utilizes, or will utilize, them for constructing, installing, operating, maintaining, inspecting, repairing and/or replacing a water pipeline and related facilities;
- B. The City has requested permission to encroach upon the Easement/Right-of-Way of the District in a manner more particularly specified in this Agreement; and,

C. The District is willing to agree to the encroachment, upon the terms and conditions set forth in this Agreement.

TERMS:

The parties agree:

1. The District hereby agrees to encroachment upon the Easement/Right-of-Way by the City, but only to this extent and for this purpose: The City may construct sidewalk, curb, and gutter, along with landscape including an irrigation system and grass (referred to as the "Encroachment Improvements"), as shown on attached Exhibit B.

2. The City shall comply with the District's Guidelines for Encroachment upon the Easement/Right-of-Way as set forth in attached Exhibit C.

3. The City and its contractor(s) and agent(s) shall perform all work within the Easement/Right-of-Way in accordance with the plans, drawings, guidelines, and/or maps set forth in Exhibit B, and in a manner satisfactory to the District.

4. If the installation, construction, operation, maintenance, repair, replacement or inspection of any structures, equipment, facilities or pipeline(s) of the District located, or to be located, in the Easement/Right-of-Way should be made more expensive by reason of the Encroachment Improvements or the activities of the City, the City shall pay to the District the full amount of such additional expense upon receipt of an itemized statement.

5. The City shall construct, install, use, maintain, repair and replace its Encroachment Improvements in such a manner as not to (i) damage or obstruct the District's structures, equipment, facilities and/or pipelines; or, (ii) interfere with the

installation, construction, operation, maintenance, inspection, repair or replacement of the District's structures, equipment, facilities and pipelines.

6. In consideration of the District agreeing to encroachment upon the Easement/Right-of-Way, the City shall:

(a) Indemnify, defend and hold harmless the District, its agents, employees, officers, trustees, assigns and successors from and against all claims, demands, causes of action, liability or judgment of any kind, including attorney's fees and costs, which directly or indirectly arise from the negligence of the City [or its agent(s) or contractor(s)], or from the existence, construction, installation, operation, maintenance, repair, replacement, condition, use or presence of the Encroachment Improvements within the Easement/Right-of-Way;

(b) Release the District and its agents, employees, officers, trustees, assigns and successors, from liability for all loss or damage of every description or kind whatsoever which may result to the City from the construction, installation, operation, maintenance, inspection, repair and replacement of District structures, equipment, pipelines and facilities within the Easement/Right-of-Way, provided the loss or damage was not due solely to the negligence of the District; and,

(c) Hereby acknowledge that it accesses and uses the Easement/Right-of-Way at the City's risk and hazard and, without limiting the generality of the foregoing, the City agrees that the District shall not be responsible for any harm, damage or injury that may be suffered or incurred by the City, its agents, employees, contractors, licensees, guests or invitees associated with the use or condition of the

Easement/Right-of-Way, except to the extent the harm, damage or injury was caused by the reckless or intentional misconduct of the District.

7. The City and its contractor(s) and agent(s) shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any federal, state, or local governmental body having jurisdiction over the Encroachment Improvements and/or the Easement/Right-of-Way.

8. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties; provided, however, that no such successor or assign of the City shall have the right to use, alter, or modify the Encroachment Improvements in a manner which will increase the expense or burden to the District of the City's encroachment on the Easement/Right-of-Way.

9. (a) This Agreement, and the encroachment granted to the City by this Agreement, shall terminate without further notice or condition if (i) the City does not continuously use the Encroachment Improvements as intended by this Agreement for any twelve (12) month period; or, (ii) the City breaches this Agreement.

(b) In the event of termination, the City, at its expense, shall immediately remove the Encroachment Improvements from the Easement/Right-of-Way and restore the surface of the Easement/Right-of-Way to its pre-encroachment condition.

10. (a) The City may assign this Agreement with the prior written consent of the District, which consent shall not be unreasonably withheld.

(b) The District may assign this Agreement.

11. This Agreement may be amended only by written instrument executed by all parties.

12. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

13. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding its subject matter.

14. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

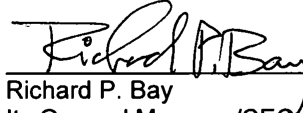
15. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

16. Any party may record this Agreement.

"District":

Jordan Valley Water Conservancy District

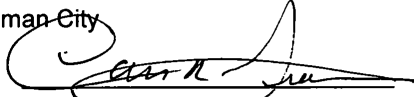
Dated: 2/27/2014

By: 
Richard P. Bay
Its General Manager/CEO

"City":

Herriman City

Dated: 2/20/14

By: 
Its: Mayor Herriman City

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

The foregoing instrument was acknowledged before me this 27th day of February 2014, by Richard P. Bay as General Manager/CEO of the Jordan Valley Water Conservancy District.

Jacqueline E. Maas
Notary Public



STATE OF UTAH)
 :SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 20 day of February, 2014, by Carmen R. Freeman as Mayor of Herriman City.

Delinda Bodrero
Notary Public

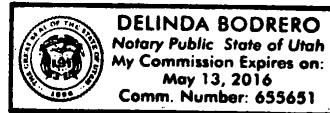


EXHIBIT A

DESCRIPTION OF DISTRICT'S EASEMENT/RIGHT-OF-WAY

A strip of land twenty feet (20') in width, situated in Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah, being more particularly described as follows:

A 20 foot wide pipeline easement described as being 10 feet each side of a centerline beginning at a point on the Darger East property line North 0°03'51" West, 60.0 feet from the Southeast corner of the Darger property, said corner being North 89°19'22" West, 657.48 feet, more or less, from the Southeast corner of Section 36, Township 3 South, Range 2 West, Salt Lake Base & Meridian; thence along the easement centerline North 89°19'22" West, 1.98 feet, more or less; thence South 66°49'22" West 42.04 feet, more or less; thence North 89°19'22" West, 622.77 feet, more or less, to the West property line of the Darger property. Containing 0.31 Acres, more or less.

EXHIBIT B
ENCROACHMENT IMPROVEMENTS

ENCROACHMENT_HERRIMAN CITY_X1719_JTC.dwg

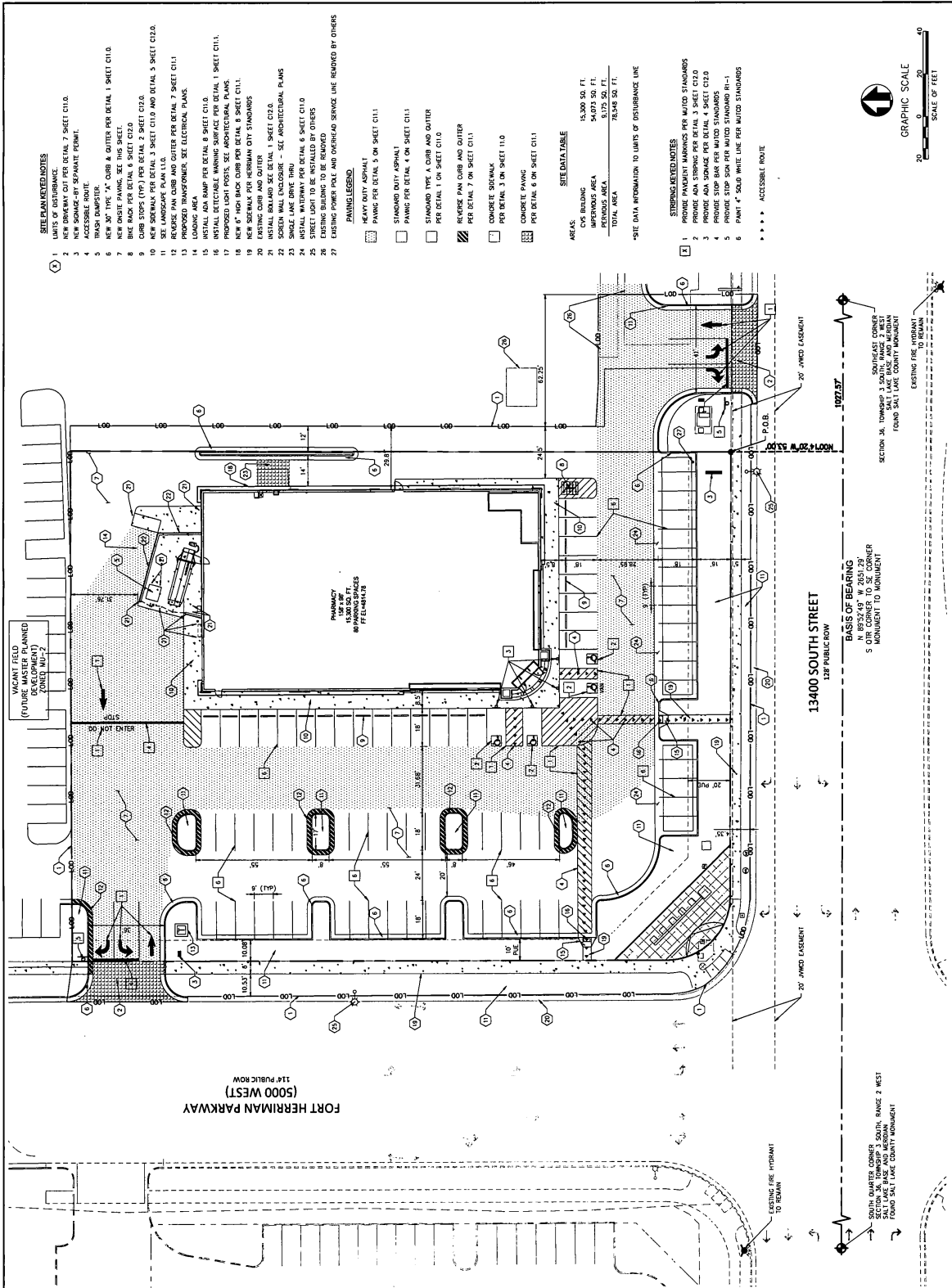
CVS pharmacy
UTAH 16300 - LEFT SIDE DRIVE-THRU STORE NUMBER: 10008
 1146 SOUTH W. MONROE WARDENS HERMAN, UTAH 84003
 PROJECT TYPE: NEW STORE
 DESIGN: FEE FOR SERVICE
 CS PROJECT NUMBER: 65408

CIVIL ENGINEER
P S O M A S
 4179 S. Riverdale Rd., Suite 200
 Salt Lake City, Utah 84113
 (801) 749-2011 (fax) 749-9582 (cell)

CONSULTANT:

DEVELOPER
ARMSTRONG DEVELOPMENT
 2121 W. CHANDLER BLVD., STE. 106
 CHANDLER, AZ 85224
 PHONE: (480) 948-8800
 FAX: (480) 385-4101

SEAL:
 PREPARED BY: C. JOHNSON
 DRAWN BY: C. JOHNSON
 CHECKED BY: C. JOHNSON
 PERMIT DATE: MARCH 28, 2013
 PDS/MAS JOB NUMBER: BCS201020
 TITLE: SITE PLAN
 SHEET NUMBER: C5.0
 COMMENTS:



- SITE PLAN NOTES**
- 1 LIMITS OF DISTURBANCE.
 - 2 NEW DRIVEWAY CUT PER DETAIL 7 SHEET C11.0.
 - 3 NEW DRIVEWAY PAVING PER DETAIL 7 SHEET C11.0.
 - 4 ACCESSIBLE ASPHALT.
 - 5 ACCESSIBLE DRIVE.
 - 6 TRASH DUMPSTER.
 - 7 NEW 30" TYPE "X" CURB & GUTTER PER DETAIL 1 SHEET C11.0.
 - 8 NEW INSIDE PAVING, SEE THIS SHEET.
 - 9 BIKE RACK PER DETAIL 6 SHEET C12.0.
 - 10 CURB STOPS (TYP) PER DETAIL 2 SHEET C12.0.
 - 11 PER DETAIL 3 SHEET C11.0 AND DETAIL 5 SHEET C12.0.
 - 12 SEE LANDSCAPE PLAN L10.
 - 13 PROPOSED TRANSFORMER, SEE ELECTRICAL PLANS.
 - 14 LOADING AREA PER DETAIL 8 SHEET C11.0.
 - 15 INSTALL DETECTABLE WARNING SURFACE PER DETAIL 1 SHEET C11.0.
 - 16 PROPOSED LIGHT FIXTURES, SEE ARCHITECTURAL PLANS.
 - 17 NEW 6" HIGH BACK CURB PER DETAIL 8 SHEET C11.0.
 - 18 NEW SIDEWALK PER HERMAN CITY STANDARDS.
 - 19 EXISTING CURB AND GUTTER PER DETAIL 1 SHEET C11.0.
 - 20 EXISTING SIDEWALK PER DETAIL 1 SHEET C11.0.
 - 21 SIDEWALK WALL ENCLOSURE - SEE ARCHITECTURAL PLANS.
 - 22 SINGLE LANE DRIVE THRU PER DETAIL 1 SHEET C11.0.
 - 23 INSTALL WATERWAY PER DETAIL 6 SHEET C11.0.
 - 24 STREET LIGHT TO BE INSTALLED BY OTHERS.
 - 25 EXISTING BUILDING TO BE REMOVED BY OTHERS.
 - 26 EXISTING POWER POLE AND OVERHEAD SERVICE LINE REMOVED BY OTHERS.
 - 27

- PAVING LEGEND**
- HEAVY DUTY ASPHALT
 - PAVING PER DETAIL 5 ON SHEET C11.1
 - STANDARD DUTY ASPHALT
 - PAVING PER DETAIL 4 ON SHEET C11.1
 - STANDARD TYPE A CURB AND GUTTER
 - PER DETAIL 1 ON SHEET C11.0
 - REVERSE PAN CURB AND GUTTER
 - PER DETAIL 7 ON SHEET C11.1
 - CONCRETE SIDEWALK
 - PER DETAIL 3 ON SHEET C11.0
 - CONCRETE PAVING
 - PER DETAIL 6 ON SHEET C11.1

SITE DATA TABLE

AREAS:	16,396 SQ. FT.
IMPROVEMENT AREAS:	5,073 SQ. FT.
PERVIOUS AREAS:	5,175 SQ. FT.
TOTAL AREA:	78,548 SQ. FT.

*SITE DATA INFORMATION IN UNITS OF DISTURBANCE UNITS

- STANDARD NOTES**
- 1 PROVIDE PAVEMENT MARKINGS PER MUTCD STANDARDS.
 - 2 PROVIDE ADA STOPS PER DETAIL 3 SHEET C12.0.
 - 3 PROVIDE ADA STAIRS PER DETAIL 4 SHEET C12.0.
 - 4 PROVIDE STOP BAR PER MUTCD STANDARDS.
 - 5 PROVIDE STOP SIGN PER MUTCD STANDARD R-1-1.
 - 6 PAINT 4" SOLID WHITE LINE PER MUTCD STANDARDS.
- *** ACCESSIBLE ROUTE

PHARMACY
 114' x 118' x 118' x 118'
 88' PARKING SPACES
 FF 11/18/11/18

VACANT FIELD
 (TYPING AREA)
 ZONED M1-7

13400 SOUTH STREET
 120' PUBLIC ROW

13402 SOUTH STREET
 120' PUBLIC ROW

BASIS OF BEARING
 N 89°52'49" W 2651.28'
 S 89°52'49" E 2651.28'
 MONUMENT TO MONUMENT

SOUTH QUARTER CORNER 3 SOUTH RANGE 2 WEST SALT LAKE BASIS AND MERIDIAN SALT LAKE COUNTY MONUMENT

SOUTHWEST CORNER 3 SOUTH RANGE 2 WEST SALT LAKE BASIS AND MERIDIAN SALT LAKE COUNTY MONUMENT

EXISTING FIRE HYDRANT TO REMAIN

EXISTING FIRE HYDRANT TO REMAIN

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UTAH 15,300 - LEFT SIDE DRIVE-THRU STORE NUMBER: 153008

1340 SOUTH WINDMILL HEADS DRIVE
HERMAN, UTAH 84095
PROJECT TYPE: NEW STORE
DEVELOPER: FEE FOR SERVICE
CS PROJECT NUMBER: 65408

PSOMAS
CIVIL ENGINEER
419 S. Rainbow Rd., Salt Lake
City, UT 84119
(801) 725-5777 (801) 725-5782 (FAX)

CONSULTANT:

DEVELOPER:
ARMSTRONG DEVELOPMENT
2121 W. CHANDLER BLVD., STE 106
SALT LAKE CITY, UT 84119
TEL: (801) 385-5024
FAX: (801) 385-4101

SEAL:
PRELIM SITE PLAN SUBMITTAL ONLY

REVISIONS:

CVS PROJ. MANAGER: C. JOHNSON
CHECKED BY: SKR
PERMIT DATE: MARCH 28, 2013
PSOMAS JOB NUMBER: BCS0000120

LANDSCAPE PLAN
SHEET NUMBER:

L1.0

COMMENTS:

1. THE LANDSCAPE CONTRACTOR SHALL GRADE PLANTING BEDS, AS REQUIRED, TO PROVIDE POSITIVE DRAINAGE AND PROMOTE OPTIMUM PLANT GROWTH.
2. ALL PLANTING SHALL BE FIELD-CHECKED BY THE PROJECT MANAGER PRIOR TO INSTALLATION. ALL PLANTING SHALL BE FREE OF ALL EXTRANEOUS DEBRIS, SUCH AS ROOTS, STONES, WEEDS, ETC.
3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE INSTALLATION OF PLANTING.
4. THE PLANT MATERIAL SCHEDULE IS PRESENTED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT KEY, THE PLAN SHALL PREVAIL.
5. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CONTRACTOR'S EXPENSES.
6. SPECIFICATIONS SHALL BE REMOVED AND REPLACED AS THE CONTRACTOR'S EXPENSES.
7. ALL TREE AND SHRUB LOCATIONS ARE SUBJECT TO CHANGE. ALL LOCATIONS SHALL BE APPROVED BY THE PROJECT MANAGER PRIOR TO INSTALLATION.
8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR EXAMINING FULLY BOTH THE SITE AND THE BID DOCUMENTS. DISCREPANCIES IN THE DOCUMENTS OR THE ACTUAL SITE CONDITIONS SHALL BE REPORTED IN WRITING TO THE PROJECT MANAGER PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAILURE TO REPORT SUCH CONDITION OR FOR ERRORS ON THE PART OF THE LANDSCAPE CONTRACTOR AT THE TIME OF BIDDING.
9. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE INSTALLATION OF PLANTING AND FOR REPORTING SUCH CONDITION OR FOR ERRORS ON THE PART OF THE LANDSCAPE CONTRACTOR AT THE TIME OF BIDDING.
10. PLANT MATERIAL SHALL BE BID AS SPECIFIED IN THIS PLAN SET AND THE SPECIFICATIONS.
11. ANY AND ALL QUESTIONS CONCERNING THE PLAN SET AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE PROJECT MANAGER.
12. PROJECT MANAGER AND ADDITIONS, DELETIONS OR SUBSTITUTIONS WITHOUT THE WRITTEN APPROVAL OF THE PROJECT MANAGER.
13. ALL DIMENSIONS TO BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO LANDSCAPE MATERIAL INSTALLATION. ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE PROJECT MANAGER PRIOR TO THE START OF WORK.
14. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO SPECIFICATIONS, THEY WILL BE REJECTED BY THE PROJECT MANAGER WITH PROPER INSTALLATION CARRIED AT THE CONTRACTOR'S EXPENSES.
15. THE LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR THE COLLECTION, REMOVAL, AND PROPER DISPOSAL OF ANY AND ALL DEBRIS GENERATED DURING THE INSTALLATION OF THIS PROJECT.
16. ALL CONSTRUCTION TO COMPLY WITH COUNTY CODE AND CITY ORDINANCE, WHICHEVER IS MORE STRINGENT.
17. ALL TREES WITHIN TURF AREAS TO HAVE A MINIMUM 30' RADIUS FROM TREE TRUNK WITH '3' OF ORGANIC MULCH.

PLANT SCHEDULE	SYMBOL	DESCRIPTION	QUANTITY	REMARKS
1	(Symbol)	1" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
2	(Symbol)	2" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
3	(Symbol)	3" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
4	(Symbol)	4" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
5	(Symbol)	5" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
6	(Symbol)	6" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
7	(Symbol)	7" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
8	(Symbol)	8" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
9	(Symbol)	9" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
10	(Symbol)	10" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
11	(Symbol)	11" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
12	(Symbol)	12" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
13	(Symbol)	13" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
14	(Symbol)	14" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
15	(Symbol)	15" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
16	(Symbol)	16" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
17	(Symbol)	17" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
18	(Symbol)	18" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
19	(Symbol)	19" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN
20	(Symbol)	20" CALIBER PINEAPPLE / 10' TALL	1	SEE PLAN

REFERENCE NOTES SCHEDULE

NO.	DESCRIPTION
1	SEE PLAN
2	SEE PLAN
3	SEE PLAN
4	SEE PLAN
5	SEE PLAN
6	SEE PLAN
7	SEE PLAN
8	SEE PLAN
9	SEE PLAN
10	SEE PLAN
11	SEE PLAN
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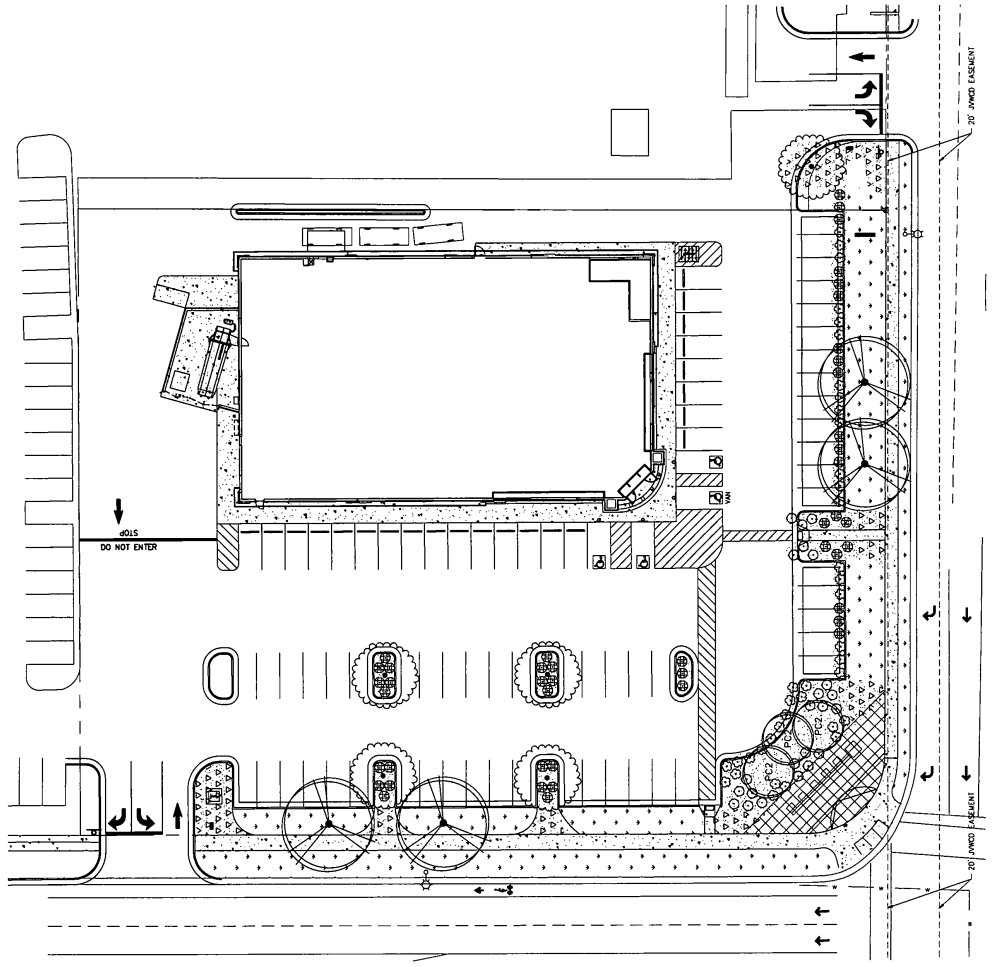


EXHIBIT C

GUIDELINES FOR ENCROACHMENT

A. Surface structures that may be constructed within the District's Easement/Right-of-Way, but only upon the prior written consent of the District, include asphalt roadway, with no utilities within roadway; non-reinforced parking lot, curb, gutter, sidewalk, walkway and driveway; and non-masonry fence with gated opening. However, where the District's facilities or pipeline(s) has specific maximum and minimum cover designations, the special requirements for structures crossing over the pipeline(s) shall be obtained from the District for the maximum allowable external loading or minimum cover. It is understood that all surface structures shall be analyzed and considered by the District on an individual basis.

B. Structures that may not be constructed in, on, over, across or along the District's Easement/Right-of-Way include but are not limited to permanent structures such as footings, foundations, masonry block walls, buildings, garages, decks, carports, trailers, swimming pools and athletic courts, as designated and characterized by the District.

C. No trees are allowed within the Easement/Right-of-Way.

D. All changes in ground surfaces within the Easement/Right-of-Way are considered encroaching structures. Earthfills and cuts on adjacent property shall not encroach onto the Easement/Right-of-Way without the prior written consent of the District.

E. Existing gravity drainage of the Easement/Right-of-Way shall be maintained. No new concentration of surface or subsurface drainage may be directed onto, under or across the Easement/Right-of-Way without adequate provision for removal of drainage water or adequate protection of the Easement/Right-of-Way.

F. Prior to any construction within the Easement/Right-of-Way, an excavation must be made to determine the location of existing District facilities and pipeline(s). The excavation shall be made by or in the presence of the District, at the City's expense.

G. All construction activities within the Easement/Right-of-Way shall be limited to construction of the Encroachment Improvements previously approved by the District, and the Encroachment Improvements shall be constructed strictly in accordance with the plans and specifications previously approved by the District.

H. The ground surfaces within the Easement/Right-of-Way shall be restored to the condition, elevation and contour which existed prior to construction or as shown on the plans, drawings, guidelines and/or maps set forth in Exhibit B.

I. The City shall notify the District upon completion of construction and shall, at its expense, provide the District with one (1) copy of as-built drawings showing actual Encroachment Improvements within the Easement/Right-of-Way.

J. Following completion of construction of the Encroachment Improvements, and except in case of emergency repairs, the City shall give the District at least ten (10) days written notice before entering upon the Easement/Right-of-Way for the purpose of accessing, maintaining, inspecting, repairing, or removing the Encroachment Improvements.

K. If unusual conditions are proposed for the Encroachment Improvements or unusual field conditions within the Easement/Right-of-Way are encountered, as designated and characterized by the District, the District may, at its discretion, impose conditions or requirements which are different from or more stringent than those prescribed in these Guidelines.

L. All backfill material within the Easement/Right-of-Way shall be compacted to ninety percent (90%) of maximum density, unless otherwise allowed or required by the District. Mechanical compaction shall not be allowed within six inches (6") of any of the District's facilities and pipeline(s). Mechanical compaction using heavy equipment, as designated and characterized by the District, will not be allowed over District facilities and pipeline(s) or within eighteen inches (18") horizontally.

M. Backfilling of any excavation or around any facilities or pipeline(s) within the Easement/Right-of-Way shall be compacted in layers not exceeding six inches (6") thick to the following requirements: (1) cohesive soils to 90 percent (90%) maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent (70%) relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. To enable the District to locate non-metallic Encroachment Improvements below ground level, the City shall install a "locator wire" as required by District specifications.

O. The City shall notify the District at least seventy-two (72) hours in advance of commencing initial construction of the Encroachment Improvements in order to permit inspection by the District.

P. No encroachment shall involve the use or storage of hazardous material(s), as designated and characterized by the District.

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