

16

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

12724778
02/28/2018 12:10 PM \$0.00
Book - 10651 Pg - 1122-1137
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84088
BY: CBA, DEPUTY - MA 16 P.

[PARCEL ID # 33-22-151-001]

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made as of FEBRUARY 20, 2018, between the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("District"), and TM Crushing, LLC, a Utah limited liability company ("Company").

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 Company 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. (a) The District hereby agrees to encroachment upon the Easement/Right-of-Way by the Company, but only to this extent and for this purpose: The Company may construct, operate, and maintain an access road consisting of 5" minimum road base over properly prepared subgrade (referred to as the "Encroachment Improvements"), as shown on attached Exhibit B.

(b) By entering into this Agreement, the District is giving its consent for the Company to encroach upon the Easement/Right-of-Way held by the District. However, the District does not hold fee title to the real property within the Easement/Right-of-Way. Accordingly, the District does not warrant title to the underlying property, nor does the District represent or warrant that the Company's encroachment on or across the District's Easement/Right-of-Way: (i) is suitable for the Company's purposes; (ii) is allowed by the terms or conditions of the District's Easement/Right-of-Way agreement with those who hold fee title to the underlying real property; and, (iii) does not require the consent of others to encroach upon the District's Easement/Right-of-Way, which consent may be withheld for any or no reason.

(c) This consent for encroachment is granted by the District only to the extent of, and with no actual or implied diminishment of, the District's rights and interests in the Easement/Right-of-Way and without any express or implied warranty of any kind.

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

3. The Company 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 Company, the Company shall pay to the District the full amount of such additional expense upon receipt of an itemized statement. The District has the right to remove any/all of the Encroachment Improvements without any liability to the Company for removal, damages, or any cost or expense, and the Company, at its sole expense and labor, may replace and/or re-install them within the Easement/Right-of-Way consistent with the terms of this Agreement.

5. The Company 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 Company 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 Company [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 Company 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 Company's risk and hazard and, without limiting the generality of the foregoing, the Company agrees that the District shall not be responsible for any harm, damage or injury that may be suffered or incurred by the Company, 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.

(d) Coordinate with the District during the District's construction of the Southwest Aqueduct (SWA), which may require the Company, at the District's discretion, to:

(i) shut down and avoid use of the access road for up to one (1) month; and/or

(ii) redesign, re-align, and re-construct the Encroachment Improvements, at the Company's expense, to accommodate construction of the SWA.

7. The Company 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 Company 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 Company's encroachment on the Easement/Right-of-Way.

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

(b) In the event of termination, the Company, 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 Company 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

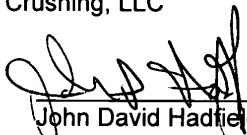
Dated: 2-22-18

By: 
Richard P. Bay
Its General Manager/CEO

"Company":

TM Crushing, LLC

Dated: _____

By: 
John David Hadfield
Its Manager

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

The foregoing instrument was acknowledged before me this 22nd day of February 2018, by Richard P. Bay as General Manager/CEO of the Jordan Valley Water Conservancy District.

Beverly M Parry
Notary Public



STATE OF UTAH)
 :ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 20th day of February, 2018, by John David Hadfield as Manager of TM Crushing, LLC.

Marylou Wakamatsu
Notary Public

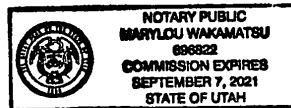


EXHIBIT A

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

A strip of land situated in Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah, being more particularly described as follows:

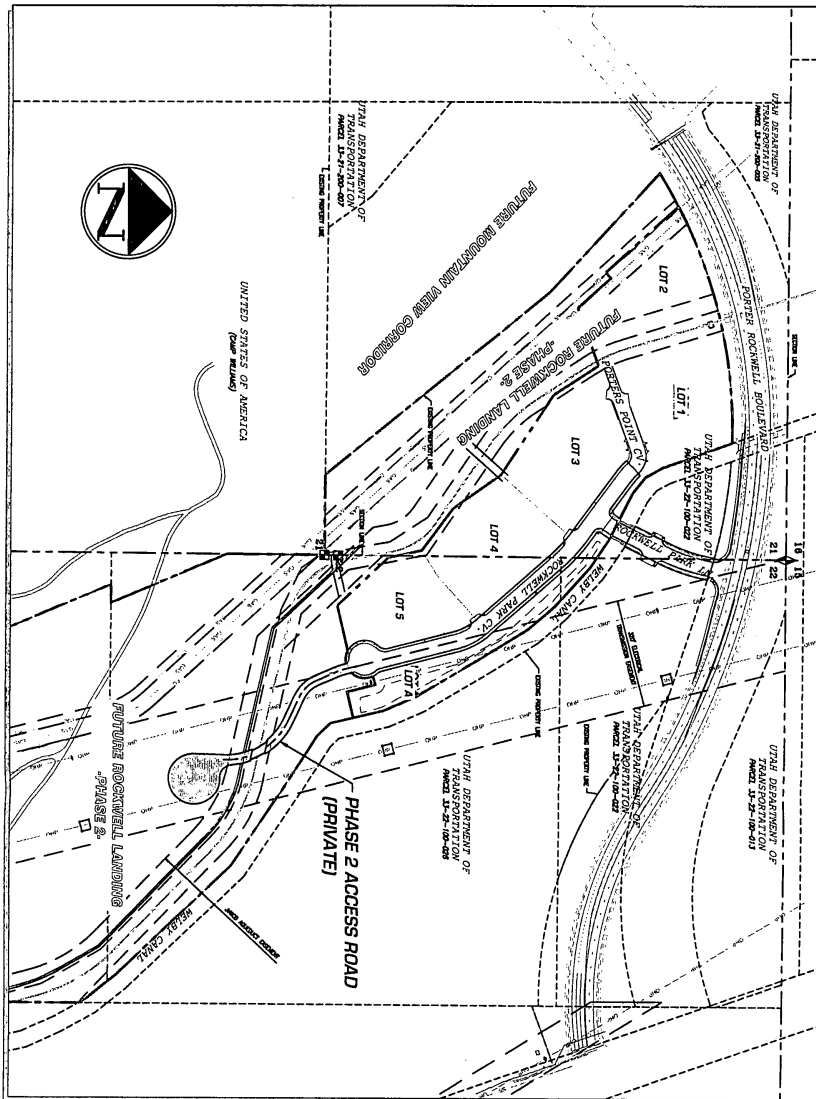
Beginning at a point that is S 0°15'25" W along the section line 1177.05 feet from the GLO brass cap monument at the Northwest corner of said Section 22, from which monument the GLO brass cap monument at the West Quarter corner of said Section 22 bears S 0°15'25" W (basis of bearing); thence S 44°00'11" E 405.69 feet; thence S 77°38'15" E 367.80 feet; thence Southeasterly 269.88 feet along the arc of a 500.00 foot radius curve to the right through a central angle of 30°55'33" (chord bears S 62°10'29" E 266.62 feet); thence S 46°42'42" E 402.68 feet; thence Southeasterly 50.31 feet along the arc of a 500.00 foot radius curve to the right through a central angle of 5°45'55" (chord bears S 43°49'45" E 50.29 feet), more or less, to a point on the South property line; thence along the South property line S 89°47'09" W 112.54 feet; thence N 46°42'42" W 371.28 feet; thence Northwesterly 226.70 feet along the arc of a 420.00 foot radius curve to the left through a central angle of 30°55'33" (chord bears N 62°10'29" W 223.96 feet); thence N 77°38'15" W 391.98 feet; thence N 44°00'11" W 347.78 feet to a point on the aforesaid West line of Section 22; thence along said section line N 0°15'25" E 114.63 feet to the point of beginning.

EXHIBIT B
ENCROACHMENT IMPROVEMENTS

ENCROACHMENT_TYCRUSHING_K0072_JTC.DOC

ROCKWELL LANDING - PHASE 2 ACCESS

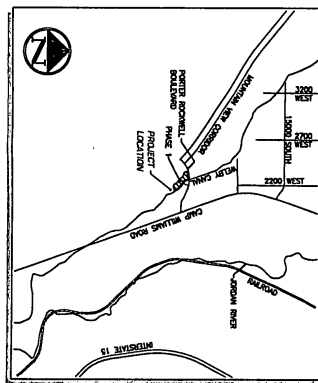
LOCATED IN THE SECTION 22
TOWNSHIP 4 SOUTH RANGE 1 WEST
SALT LAKE BASIN 2 MERIDIAN
HERRIMAN, SALT LAKE COUNTY, UTAH



DEVELOPER
SCENIC DEVELOPMENT, INC.
801-433-1237

INDEX OF DRAWINGS	SHEET	SHEET TITLE
1	CV1	COVERSHEET
2	SP1	SITE PLAN
3	PP1	ACCESS ROAD
4	PP2	STA 10+00 TO 18+00 STA 18+00 TO 22+00 STA 10+00 TO 15+50

- GENERAL NOTES**
1. THE PURPOSE OF THIS DRAWING IS TO PROVIDE ACCESS FOR MASS GRAVITY FLOWERS OF THE FUTURE PHASE 2. ONCE MASS GRAVITY IS COMPLETED, THE DRAWING WILL BE AMENDED AS NECESSARY TO SHOW THE FINAL DESIGN OF THE ACCESS ROAD. THE DRAWING WILL BE APPROVED BY THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) AND THE SALT LAKE COUNTY PLANNING AND ZONING COMMISSION (PZC).
 2. THE DRAWING WILL BE LIMITED TO ITS INTENDED PURPOSE FOR APPROXIMATELY 1.8-2.2 MILES. ANY OTHER USES WILL BE AT THE USER'S RISK. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE SALT LAKE COUNTY PLANNING AND ZONING COMMISSION (PZC) AND THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT).
 3. THE DRAWING IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT CONSTITUTE A CONTRACT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE SALT LAKE COUNTY PLANNING AND ZONING COMMISSION (PZC) AND THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT).
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PROJECT BENCHMARKS

UTAH DEPARTMENT OF TRANSPORTATION
COUNTY ROAD 157/158/159
STATIONING = 7+88.7733
STATIONING = 15+00.0000
STATIONING = 4+00.0000

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1-800-852-4111

ENGINEERING

1000 WEST 2000 SOUTH
SALT LAKE CITY, UT 84119
801-433-1237
www.scenicdevelopment.com

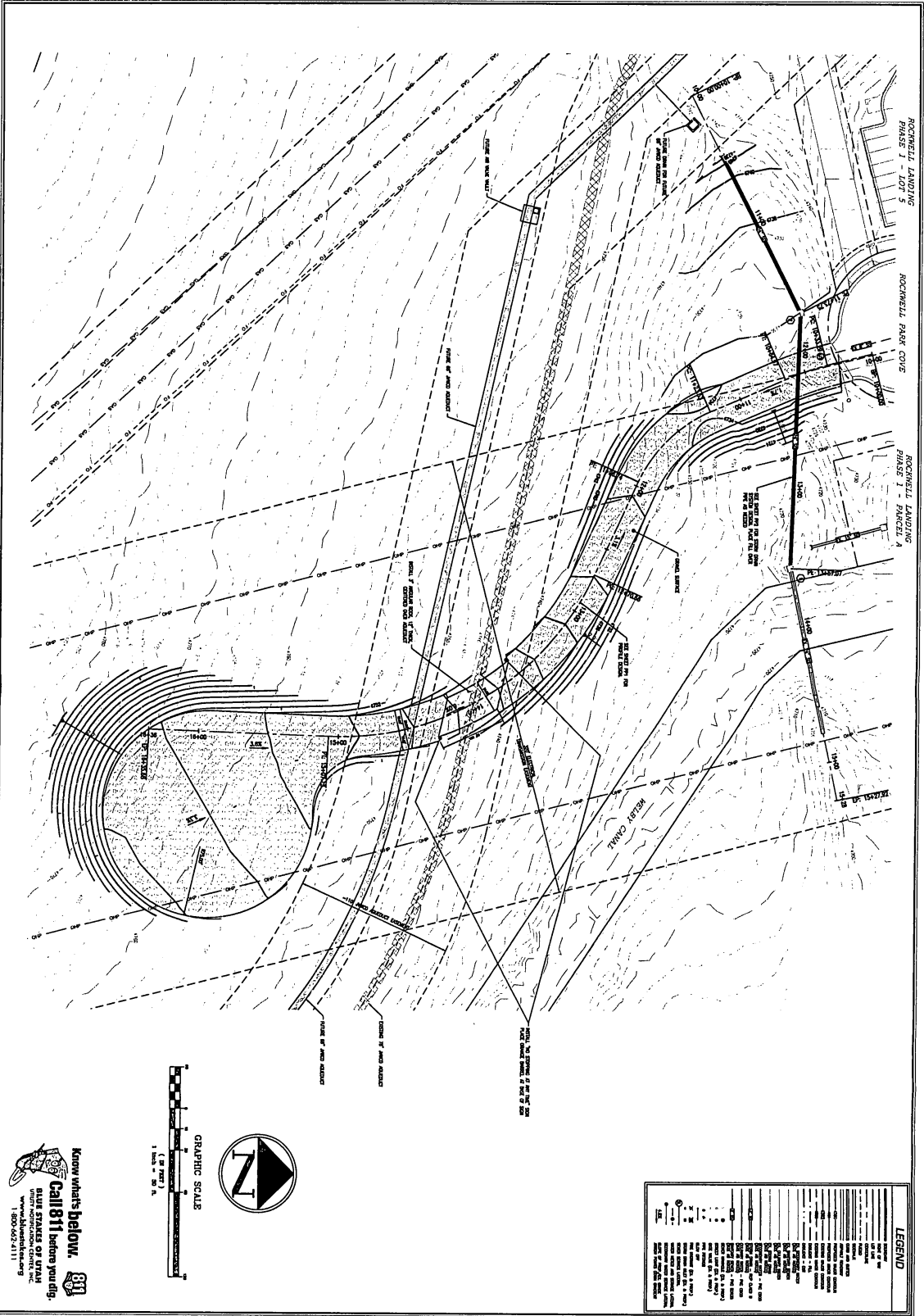
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1	12/15/23	ML	DESIGN DEVELOPMENT
2	12/15/23	ML	ADDRESS CITY & ZIP/COUNTY COMMENTS
3	12/15/23	ML	ADDRESS JAWED COMMENTS
4	12/15/23	ML	ADDRESS JAWED COMMENTS
5	12/15/23	ML	ADDRESS JAWED COMMENTS
6	12/15/23	ML	ADDRESS JAWED COMMENTS
7	12/15/23	ML	ADDRESS JAWED COMMENTS
8	12/15/23	ML	ADDRESS JAWED COMMENTS
9	12/15/23	ML	ADDRESS JAWED COMMENTS
10	12/15/23	ML	ADDRESS JAWED COMMENTS

ROCKWELL LANDING - PHASE 2 ACCESS

COVERSHEET

HERRIMAN, UTAH

SHEET NO. 01010	DATE 03/2023	SCALE 1"=100'
PROJECT NO. CV1	DATE 03/2023	SCALE 1"=100'
1 OF 4	DATE 03/2023	SCALE 1"=100'



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LEGEND

---	Proposed Right-of-Way
---	Proposed Easement
---	Proposed Access Road
---	Proposed Driveway
---	Proposed Utility Line
---	Proposed Fencing
---	Proposed Retention Wall
---	Proposed Storm Drain
---	Proposed Sewer Line
---	Proposed Water Line
---	Proposed Gas Line
---	Proposed Electric Line
---	Proposed Telephone Line
---	Proposed Cable Line
---	Proposed Irrigation Line
---	Proposed Fire Line
---	Proposed Storm Drain
---	Proposed Sewer Line
---	Proposed Water Line
---	Proposed Gas Line
---	Proposed Electric Line
---	Proposed Telephone Line
---	Proposed Cable Line
---	Proposed Irrigation Line
---	Proposed Fire Line

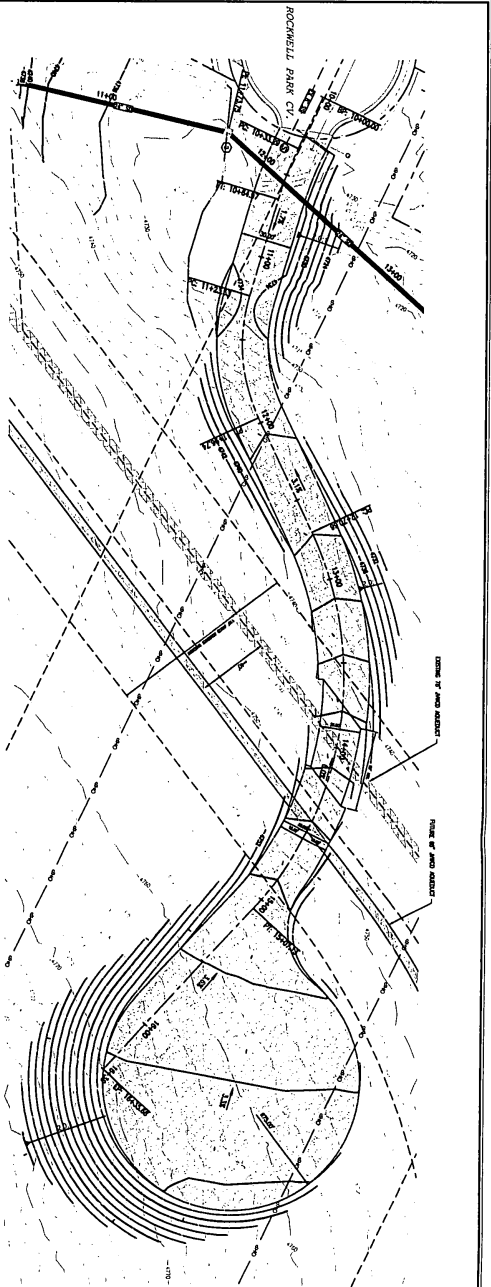
SHEET NO.
SP1
 2 OF 4

ROCKWELL LANDING - PHASE 2 ACCESS
SITE PLAN
 HERRIMAN, UTAH

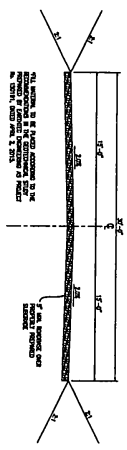
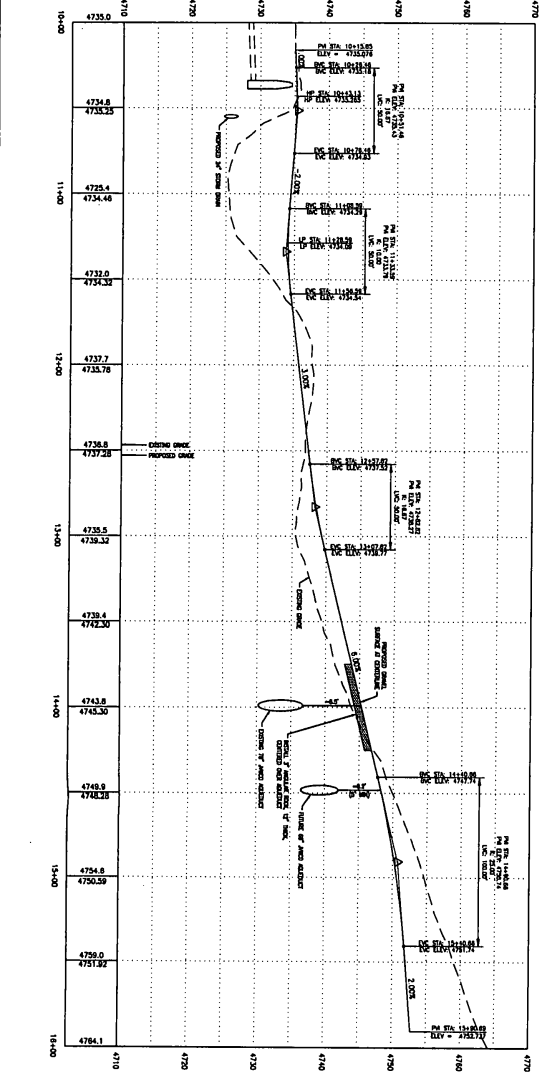
REVISIONS

NO.	DATE	BY	DESCRIPTION
1	02/17	ART	ADDRESS CITY COMMENTS
2	02/17	ART	ADDRESS CITY & JURISDICTION COMMENTS
3	03/17	ART	ADDRESS APPROVED COMMENTS
4	11/21/17	ART	ADDRESS APPROVED COMMENTS

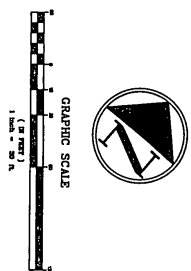
Rockwell Engineering, Inc.
 PROFESSIONAL ENGINEERING
 STATE OF UTAH
 LICENSE NO. 12345
 EXPIRES 12/31/17



ACCESS ROAD
STA. 10+00.00 TO 16+00.00



ACCESS ROAD CROSS-SECTION
SCALE: 1" = 5'



LEGEND

---	PROPOSED ROAD
---	EXISTING ROAD
---	EXISTING DRIVE
---	EXISTING SIDEWALK
---	EXISTING CURB
---	EXISTING UTILITY
---	EXISTING EASEMENT
---	EXISTING PROPERTY LINE
---	EXISTING FENCE
---	EXISTING CONCRETE
---	EXISTING ASPHALT
---	EXISTING GRAVEL
---	EXISTING SAND
---	EXISTING CLAY
---	EXISTING SILT
---	EXISTING LOESS
---	EXISTING SANDSTONE
---	EXISTING LIMESTONE
---	EXISTING GNEISS
---	EXISTING GRANITE
---	EXISTING QUARTZITE
---	EXISTING SLATE
---	EXISTING SCHIST
---	EXISTING METAMORPHIC
---	EXISTING IGV
---	EXISTING PGM
---	EXISTING GYPSUM
---	EXISTING ANHYDRITE
---	EXISTING HALITE
---	EXISTING SULFUR
---	EXISTING COAL
---	EXISTING OIL
---	EXISTING GAS
---	EXISTING WATER
---	EXISTING SEWER
---	EXISTING WATER MAIN
---	EXISTING GAS MAIN
---	EXISTING ELECTRIC
---	EXISTING TELEPHONE
---	EXISTING CABLE
---	EXISTING FIBER
---	EXISTING DRAINAGE
---	EXISTING SWALE
---	EXISTING DITCH
---	EXISTING TRENCH
---	EXISTING CUT
---	EXISTING FILL
---	EXISTING EMBANKMENT
---	EXISTING RETAINMENT
---	EXISTING WALL
---	EXISTING PILE
---	EXISTING BRIDGE
---	EXISTING TUNNEL
---	EXISTING STRUCTURE
---	EXISTING FOUNDATION
---	EXISTING FOOTING
---	EXISTING COLUMN
---	EXISTING BEAM
---	EXISTING SLAB
---	EXISTING DECK
---	EXISTING ROOF
---	EXISTING FLOOR
---	EXISTING CEILING
---	EXISTING WALL
---	EXISTING DOOR
---	EXISTING WINDOW
---	EXISTING VENT
---	EXISTING DUCT
---	EXISTING PIPE
---	EXISTING CONDUIT
---	EXISTING TRUNK
---	EXISTING MANHOLE
---	EXISTING CHECK VALVE
---	EXISTING GATE VALVE
---	EXISTING BUTTERFLY VALVE
---	EXISTING GLOBE VALVE
---	EXISTING BALL VALVE
---	EXISTING CHECK COCK
---	EXISTING TAP
---	EXISTING BRANCH
---	EXISTING JOINT
---	EXISTING FITTING
---	EXISTING FLANGE
---	EXISTING BOLT
---	EXISTING NUT
---	EXISTING WASHER
---	EXISTING LOCKWASHER
---	EXISTING SPRING WASHER
---	EXISTING CONE WASHER
---	EXISTING TUBULAR BUSHING
---	EXISTING END BUSHING
---	EXISTING REDUCER
---	EXISTING ELBOW
---	EXISTING TEEL
---	EXISTING CROSS
---	EXISTING TEE
---	EXISTING Y
---	EXISTING W
---	EXISTING S
---	EXISTING Z
---	EXISTING B
---	EXISTING H
---	EXISTING K
---	EXISTING L
---	EXISTING M
---	EXISTING N
---	EXISTING P
---	EXISTING Q
---	EXISTING R
---	EXISTING S
---	EXISTING T
---	EXISTING U
---	EXISTING V
---	EXISTING W
---	EXISTING X
---	EXISTING Y
---	EXISTING Z

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DAILY STATES OF IOWA
UTILITY LOCATION CENTER, INC.
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1-800-852-3111

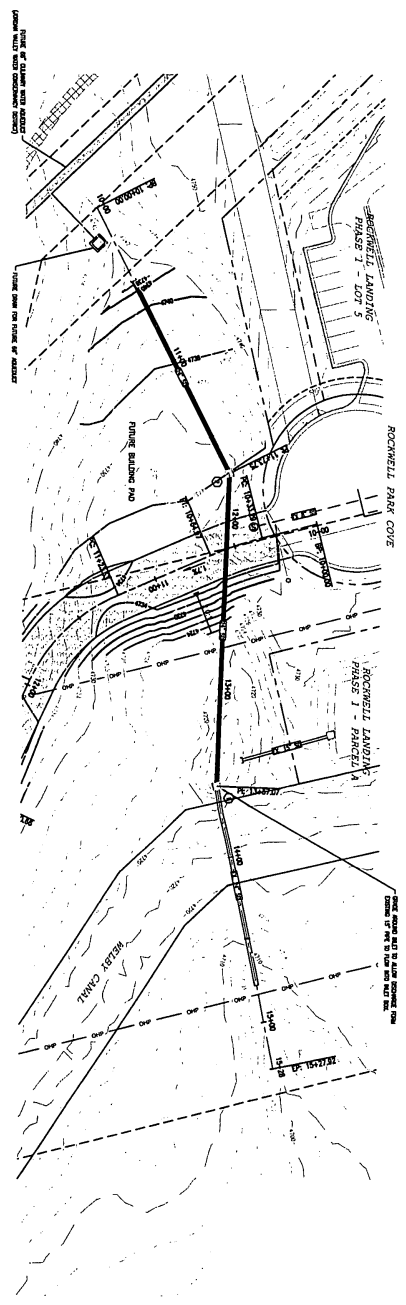
ROCKWELL LANDING - PHASE 2 ACCESS
ACCESS ROAD
STA 10+00 TO 16+00
HERRIMAN, UTAH

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	02/21/17	MT	ADDRESS CITY COMMENTS
2	02/17/17	MT	ADDRESS CITY & PAVED STATEMENTS
3	02/17/17	MT	ADDRESS PAVED COMMENTS

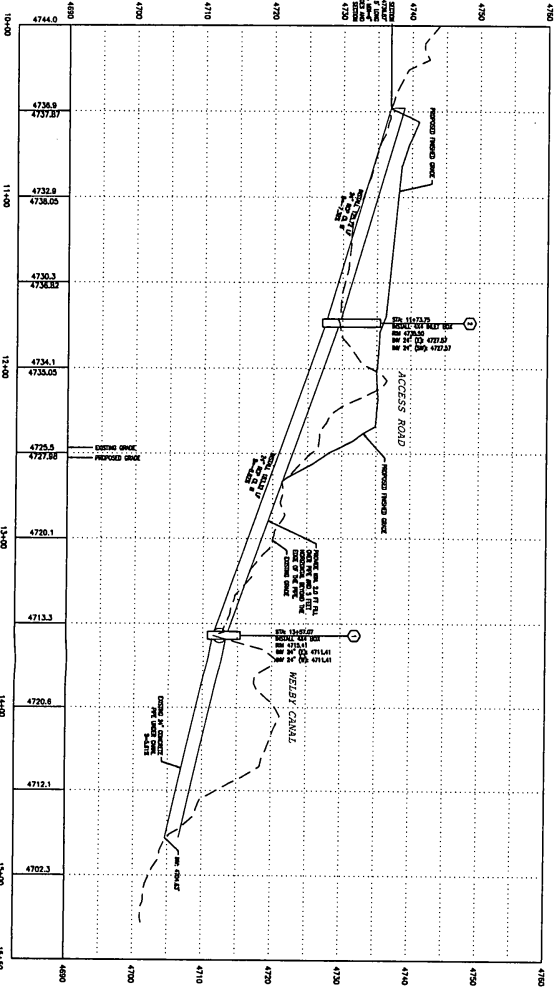
ENGINEERING
Professional Engineer
JAMES L. HERRIMAN
12/21/17
1000 S. 1200 E.
HERRIMAN, UT 84003
801-225-1111

SHEET NO.
PP1
3 of 4



EXISTING CULVERT EXTENSION

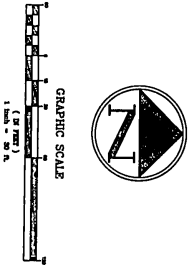
STA. 10+00.00 TO 15+50.00



- NOTES**
1. GROUT SANDFILL TRENCHES TO LIMIT ROADSIDE AND SEWERAGE
 2. WAREHOUSING WILL BE RISES IN THE FUTURE TO ACCOMMODATE
 3. A FUTURE EXTENSION DESIGN CONTRACTOR SHALL A NEW TWA
 4. APPROXIMATE FILL VOLUME ACCESS DRIVEWAY CHANNEL, TRENCH AND FUTURE STATIONING PWS 3310 CLASS WORKS

LEGEND

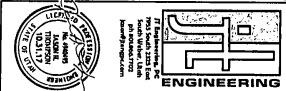
Symbol	Description
(Symbol)	Proposed Culvert
(Symbol)	Existing Culvert
(Symbol)	Proposed Mound Drain
(Symbol)	Existing Mound Drain
(Symbol)	Proposed Access Road
(Symbol)	Existing Access Road
(Symbol)	Proposed West Creek
(Symbol)	Existing West Creek
(Symbol)	Proposed Future Building Pad
(Symbol)	Existing Future Building Pad
(Symbol)	Proposed Rockwell Landing Phase 2 - Lot 3
(Symbol)	Existing Rockwell Landing Phase 2 - Lot 3
(Symbol)	Proposed Rockwell Landing Phase 1 - Parcels A
(Symbol)	Existing Rockwell Landing Phase 1 - Parcels A
(Symbol)	Proposed Rockwell Park Core
(Symbol)	Existing Rockwell Park Core



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REVISIONS

NO.	DATE	BY	DESCRIPTION
1	02.17.17	AHT	ADDRESS CITY COMMENTS
2	02.17.17	AHT	ADDRESS CITY & JW WLD COMMENTS
3	02.21.17	AHT	ADDRESS JW WLD COMMENTS



ROCKWELL LANDING - PHASE 2 ACCESS
EX. CULVERT EXTENSION
STA 10+00 TO 15+00
HERRIMAN, UTAH

SHEET NO.
P2P
OF 4

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 Company'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 Company 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 Company 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 Company shall install a "locator wire" as required by District specifications.

O. The Company 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.