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WHEN RECORDED MAIL TO:

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

14225764 B: 11483 P: 2858 Total Pages: 41
04/08/2024 03:55 PM By: EMehanovic Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: JORDAN VALLEY WATER
8215 SOUTH 1300 WESTWEST JORDAN, UT 84088



[PARCEL ID #26-13-300-004,
26-13-100-017]

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made as of December 1, 2023, between the Jordan Valley Water Conservancy District, a Utah special district ("District"), and the City of South Jordan, a municipality organized under the laws of the State of Utah ("City").

RECITALS:

A. The District holds easements and rights-of-way at or near Grandville Avenue and Lake Run Road in South Jordan, Utah (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 properties upon which the encroachments are located is further described on attached Exhibit B; and,

D. 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 City, but only to this extent and for this purpose: The City may install, operate, and maintain four (4) street lights, four (4) two-inch (2") PVC conduits to contain power, four (4) eight-inch (8") C-900 culinary water line crossings, one (1) eight-inch (8") gate valve, two (2) fire hydrants, one (1) one-inch (1") water meter for irrigation, one (1) storm drain inlet box, one eighteen-inch (18") RCP storm drain line, six (6) Koelreuteria Paniculata 'Fastigiata' trees, thirty-three (33) Celtis Occidentalis 'Prairie Sentinel' trees, landscaping, irrigation, curb, gutter, and pavement (referred to as the "Encroachment Improvements"), as shown on attached Exhibit C.

(b) By entering into this Agreement, the District is giving its consent for the City 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 City's encroachment on or across the District's Easement/Right-of-Way: (i) is suitable for the City'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 City shall comply with the District's Guidelines for Encroachment upon the Easement/Right-of-Way as set forth in attached Exhibit D.

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 C, 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. The District has the right to remove any/all of the Encroachment Improvements without any liability to the City for removal, damages, or any cost or expense, and the City, 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 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.

[SIGNATURE PAGE FOLLOWS]

"District":

Jordan Valley Water Conservancy District

Dated: 12-1-2023

By: 
Alan E. Packard
Its General Manager/CEO

"City":

City of South Jordan

Dated: 10-2-2023

By: 
Dustin Lewis
Its City Manager

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

The foregoing instrument was acknowledged before me this 1st day of December, 2023, by Alan E. Packard as General Manager/CEO of the Jordan Valley Water Conservancy District.

Beverly M Parry
Notary Public



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

The foregoing instrument was acknowledged before me this 2 day of October, 2023, by Dustin Lewis as City Manager of the City of South Jordan.

Melanie Edwards
Notary Public

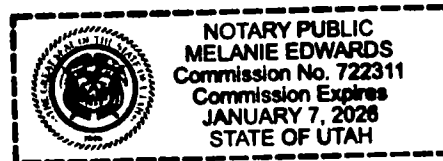


EXHIBIT A

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

5600 West Pipeline Easement – 92CI026-12

A 20 foot wide strip of land whose western boundary line lies along the section line and is described as follows:

Beginning at the southwest corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian; running thence North 0° 05' 52" East 2,688.89 feet along the section line.

Containing 1.2346 acres

Less and excepting,

A strip of land situated in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah. The land being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 13 (Basis of Bearing North 00°02'50" East – 2672.400 feet between the West Quarter corner and the Northwest corner of said Section 13) and running South 00°02'52" West along the west line of said Section 13 for 1080.574 feet to the POINT OF BEGINNING; thence South 89°57'08" East for 20.00 feet; thence South 00°02'52" West for 676.31 feet; thence North 89°57'08" West for 20.00 feet to a point on the west line of said Section 13; thence North 00°02'52" East along the west line of said Section 13 for a distance of 676.31 feet to the POINT OF BEGINNING.

Containing 13,530 sq.ft. or 0.3106 acres

Together with,

5600 West Pipeline Easement – 4083E-2

A strip of land located in the East half of Section 14 and the West half of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, which strip is twenty feet (20') wide, ten feet (10') on each side of and lying parallel and perpendicular to the following described centerline:

Commencing at the Northwest Corner of said Section 13 (Basis of Bearing being South 00°02'50" West – 2672.400 feet between the Northwest Corner

and the West Quarter Corner of said Section 13) and running South 00°02'50" West along the west line of Section 13 for 2404.578 feet; thence North 89°57'10" West perpendicular to said section line for 14.741 feet to the POINT OF BEGINNING; thence South 00°00'00" West for 7.081 feet; thence South 45°00'00" East for 14.142 feet; thence South 00°00'00" West for 451.239 feet; thence South 45°00'00" West for 14.142 feet; thence South 00°00'00" West for 8.792 feet to the END of said description

EXHIBIT B

DESCRIPTION OF PROPERTY

The property upon which the Encroachment Improvements take place is described as follows:

Parcel No. 26-13-300-004:

BEG N 0°02'50" E 267.64 FT & N 89°57'10" W 17.69 FT & S 417.34 FT FR W1/4 COR SEC 13, T3S, R2W, SLM; S 69.13 FT M OR L; SE'LY 25.03 FT ALG A 67.50 FT RADIUS CURVE TO L (CHD S 86°57'58" E 24.89 FT); NE'LY 358.82 FT ALG A 253 FT RADIUS CURVE TO L; S 89°43'16" E 51.03 FT M OR L; SW'LY 424.63 FT ALG A 304 FT RADIUS CURVE TO R (CHD S 40°48'17" W 390.94 FT); S 667.63 FT; SE'LY 553.85 FT ALG A 1136.50 FT RADIUS CURVE TO L; N 53°27'06" E 11.63 FT; SE'LY 171.13 FT ALG A 1125 FT RADIUS CURVE TO L (CHD S 32°11'26" E 170.97 FT); S 36°32'54" E 118.08 FT; S 32°44'04" E 172.88 FT; S 36°32'54" E 2628.73 FT; SE'LY 105.01 FT ALG A 34936.50 FT RADIUS CURVE TO L; S 36°43'14" E 1159.94 FT; S 53°04'59" W 49.48 FT; N 36°43'14" W 141.60 FT; N 53°16'46" E 2.50 FT; N 36°43'14" W 25 FT; S 53°16'46" W 2.50 FT; N 36°43'14" W 295 FT; N 53°16'46" E 2.50 FT; N 36°43'14" W 5 FT; S 53°16'46" W 2.50 FT; N 26°43'14" W 693.52 FT; NW'LY 105.16 FT ALG A 34986 FT RADIUS CURVE TO R; N 36°32'54" W 2919.31 FT; NW'LY 756.54 FT ALG A 1186 FT RADIUS CURVE TO R; N 788.23 FT; E 9.56 FT TO BEG. LESS THAT PORTION INSIDE THE SOUTH STATION CDA. 6.98 AC. 9655-7814

Parcel No. 26-13-100-017:

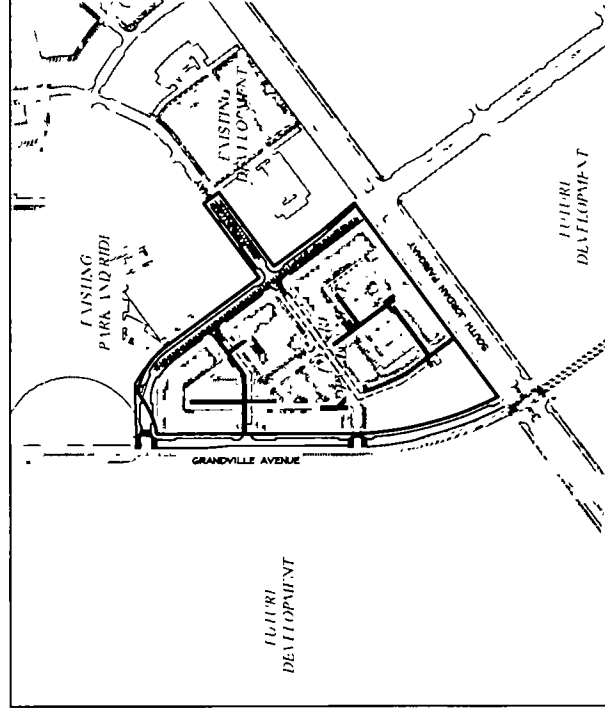
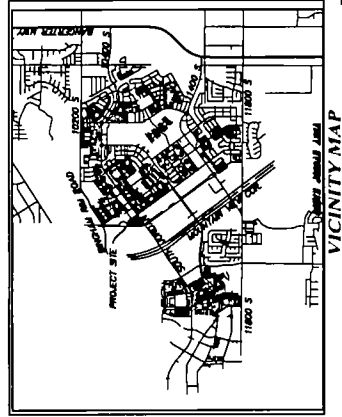
BEG N 0°02'50" E 267.64 FT & N 89°57'10" W 17.69 FT FR W 1/4 COR SEC 13, T3S, R2W, SLM; E 69.42 FT; SE'LY 92.30 FT ALG A 249.50 FT RADIUS CURVE TO R (CHD S 61°11'21" E 91.77 FT); SE'LY 13.49 FT ALG A 108 FT RADIUS CURVE TO L; SE'LY 25.79 FT ALG A 92 FT RADIUS CURVE TO R; SW'LY 547.97 FT ALG A 253 FT RADIUS CURVE TO R; NW'LY 25.03 FT ALG A 67.50 FT RADIUS CURVE TO R; N 486.47 FT TO BEG. (BEING PT OF LOT T3 KENNECOTT MASTER 1 AMD). 2.18 AC M OR L. 10389-8681 10453-2960

EXHIBIT C

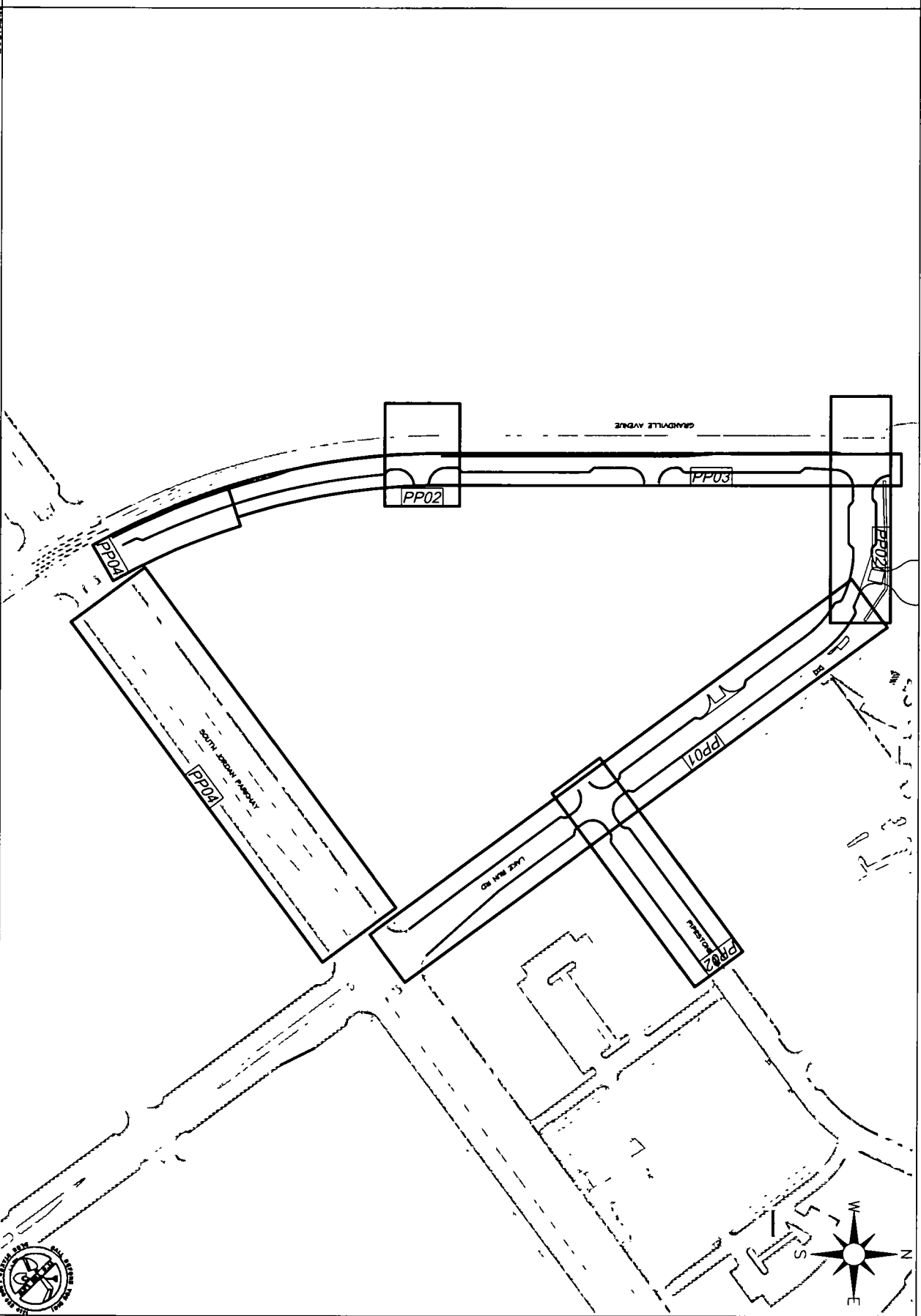
ENCROACHMENT IMPROVEMENTS

Residential Development
South Jordan, Utah
CONSTRUCTION PLANS
NOVEMBER 20, 2020

SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
01	TEXT	OWNER SHEET
02	PLAN	DETAILS
03	PLAN	GENERAL NOTES
04	SECTION	GENERAL NOTES
05	SECTION	SOIL RETENTION
06	PLAN	SOIL SECTION
07	PLAN	EXCAVATION PLAN
08	PLAN	SEE PLAN
09	SECTION	DRAINAGE & DRAINAGE PLAN
10	SECTION	DRAINAGE & DRAINAGE PLAN
11	SECTION	DRAINAGE & DRAINAGE PLAN
12	SECTION	DRAINAGE & DRAINAGE PLAN
13	SECTION	PAVEMENT UTILITY PLAN
14	SECTION	DRAINAGE PLAN
15	SECTION	PLAN & PROFILE - LAKE BAY ROAD
16	SECTION	PLAN & PROFILE - LAKE BAY ROAD
17	SECTION	PLAN & PROFILE - WESTERN AVE
18	SECTION	PLAN & PROFILE - CHAMPELLE AVENUE
19	SECTION	PLAN & PROFILE - CHAMPELLE AVENUE
20	SECTION	PLAN & PROFILE - CHAMPELLE AVENUE & SOUTH ARLAND PARKWAY
21	SECTION	LANDSCAPE CONCEPT
22	SECTION	DETAILS
23	SECTION	DETAILS
24	SECTION	DETAILS
25	SECTION	DETAILS
26	SECTION	DETAILS
27	SECTION	DETAILS
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100	SECTION	DETAILS



SITE MAP



02
KNO1

**DAYBREAK
VILLAGE 10 NORTH PLAT 3
KEYMAP**

APPROVED BY:	DATE:	REV:
DO	NOV 2008	1
DESIGNED BY:	DATE:	REV:
JTA	NOV 2008	1
CHECKED BY:	DATE:	REV:
PP01	NOV 2008	1
PP02	NOV 2008	1
PP03	NOV 2008	1
PP04	NOV 2008	1

02
KNO1

**PERIGEE
CONSULTING**

CIVIL • GEOTECHNICAL • SURVEY

1000 SOUTH 1200 WEST, SUITE 100
SALT LAKE CITY, UT 84115
TEL: 313.555.1234 FAX: 313.555.1235

02
KNO1

~~NEW YORK COUNTY OFFICE OF THE CLERK~~
(Updated 04-02-18)

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- [illegible]



(Continued from previous sheet)

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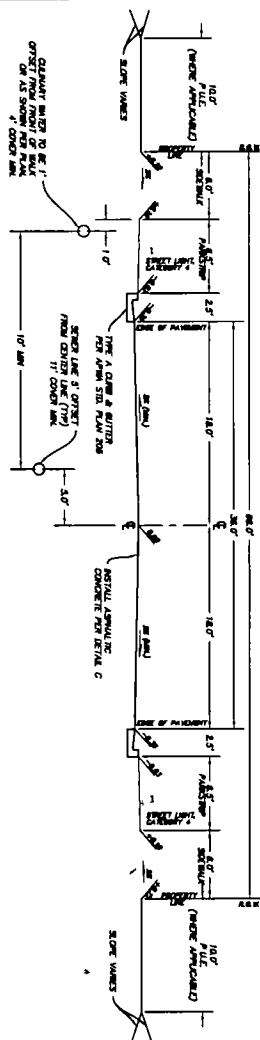
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SOUTH VALLEY SEWER DISTRICT GENERAL NOTES

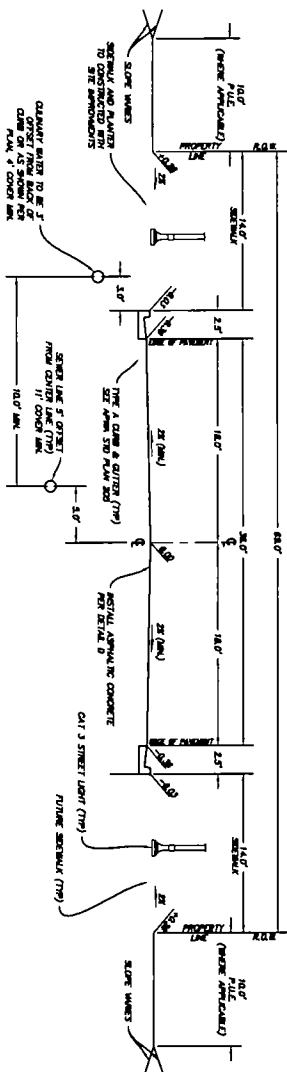
1. *Factor sheet of course will be required over all seven phases.*

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Dwelltime	4824.28
Depend.	Sell Late Early
Description	Measurement of the interaction of Break Time and User

[illegible]

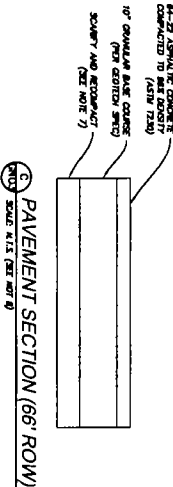


CONNECTOR - 66' ROW
SCALE 1" = 50'

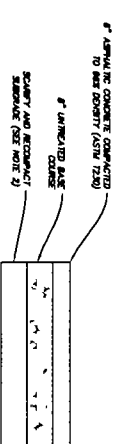


CONNECTOR - 69' ROW
SCALE 1" = 50'

1. ALL ROADWAY AND RAIL CROSSINGS OF 3" LARGER THAN 3" SHALL BE APPROVED BY THE CITY ENGINEER. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF THE ROADWAY OR RAIL CROSSING.
2. CONTRACTOR TO COMPLY WITH THE RECOMMENDATIONS PROVIDED BY THE CITY ENGINEER. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF THE ROADWAY OR RAIL CROSSING.
3. ALL STREET LIGHTS SHALL BE INSTALLED WITH LIGHT CONCRETE FOUNDATION, AS PER SOUTH DAKOTA CITY STANDARD DETAIL, STREET LIGHT DETAIL, LIGHT FIXTURE DETAIL, CATEGORY 1, 2, 3 & 4.
4. CONTRACTOR FOR PUMP STATION SHALL PROVIDE A MINIMUM PROTECTIVE DRAINAGE FOR THE PUMP STATION. SEE STREET PLANS FOR PUMP STATION LOCATION.
5. CONTRACTOR SHALL PROVIDE A MINIMUM PROTECTIVE DRAINAGE FOR THE PUMP STATION. SEE STREET PLANS FOR PUMP STATION LOCATION.
6. CONTRACTOR SHALL PROVIDE A MINIMUM PROTECTIVE DRAINAGE FOR THE PUMP STATION. SEE STREET PLANS FOR PUMP STATION LOCATION.
7. A CULVERT SHALL BE PROVIDED AT THE LOCATION OF THE CULVERT. THE CULVERT SHALL BE INSTALLED WITH LIGHT CONCRETE FOUNDATION, AS PER SOUTH DAKOTA CITY STANDARD DETAIL, CULVERT DETAIL, CATEGORY 1, 2, 3 & 4.
8. CONTRACTOR SHALL PROVIDE A MINIMUM PROTECTIVE DRAINAGE FOR THE CULVERT. SEE STREET PLANS FOR CULVERT LOCATION.
9. CONTRACTOR SHALL PROVIDE A MINIMUM PROTECTIVE DRAINAGE FOR THE CULVERT. SEE STREET PLANS FOR CULVERT LOCATION.
10. CONTRACTOR SHALL PROVIDE A MINIMUM PROTECTIVE DRAINAGE FOR THE CULVERT. SEE STREET PLANS FOR CULVERT LOCATION.

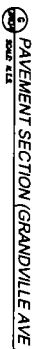
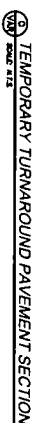
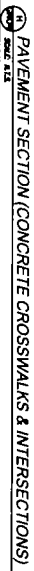
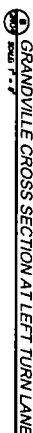
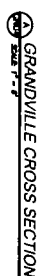


PAVEMENT SECTION (66' ROW)
SCALE 1" = 50'



PAVEMENT SECTION (COLLECTOR & CONNECTOR)
SCALE 1" = 50'

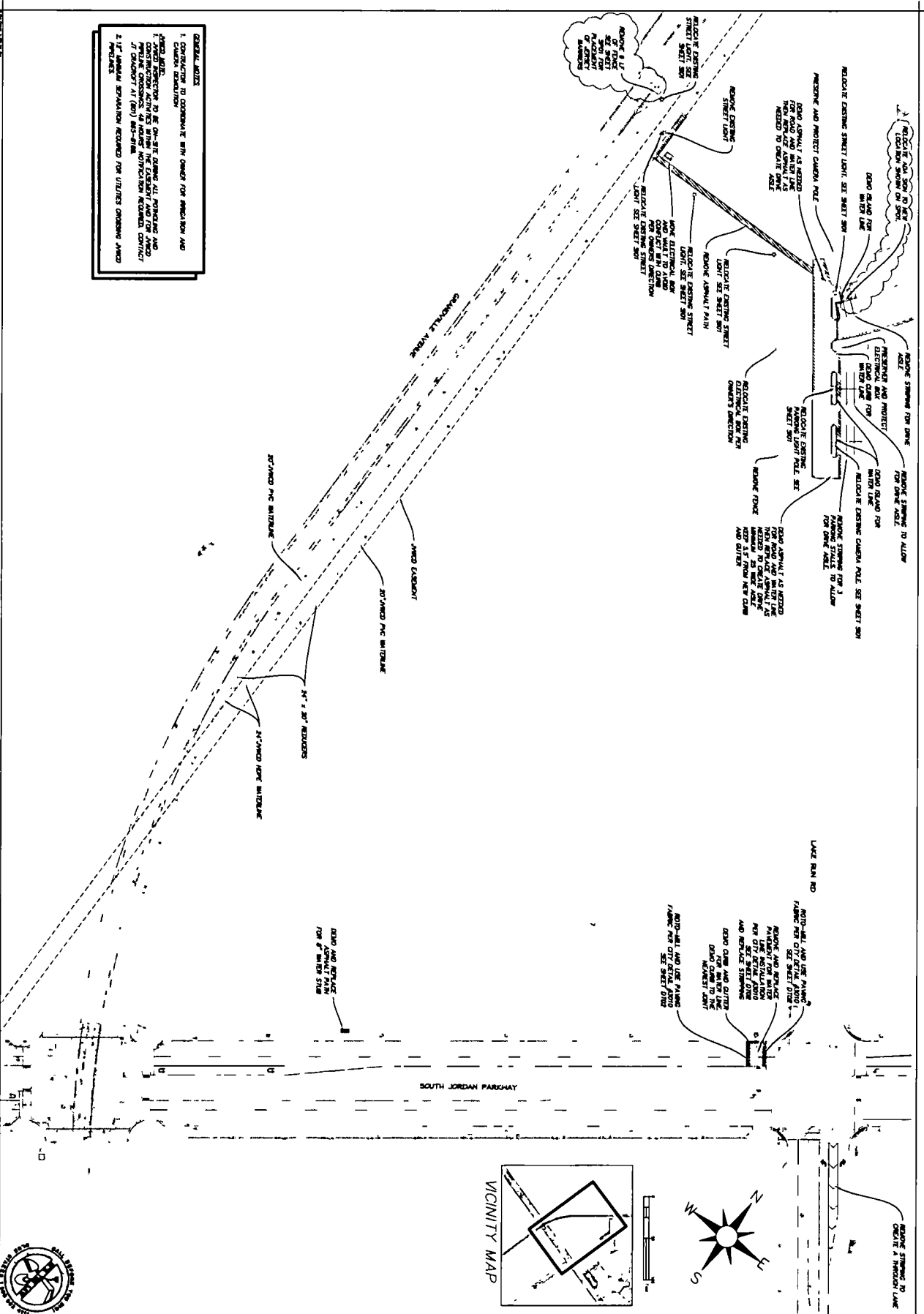
NOTE: ALL ROADWAY AND RAIL CROSSINGS OF 3" LARGER THAN 3" SHALL BE APPROVED BY THE CITY ENGINEER. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF THE ROADWAY OR RAIL CROSSING.

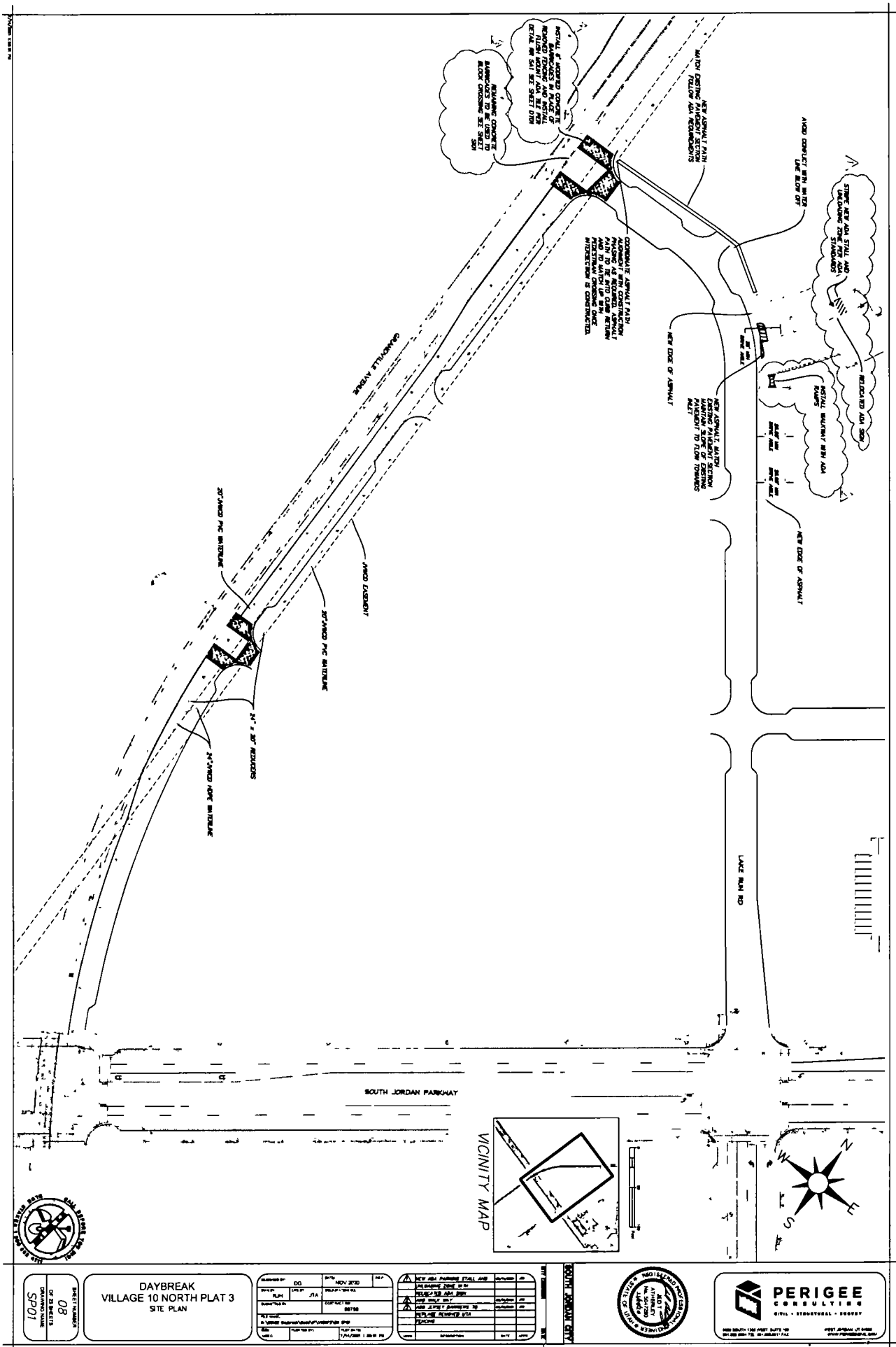
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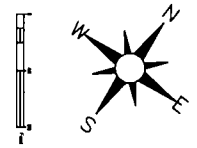
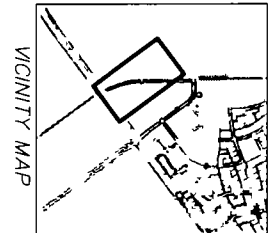
DAYBREAK
VILLAGE 10 NORTH PLAT 3
ROAD SECTIONS

SHEET NUMBER
06
OF 25 SHEETS
DRAWING NAME
GN04

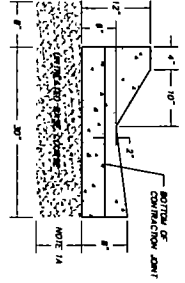




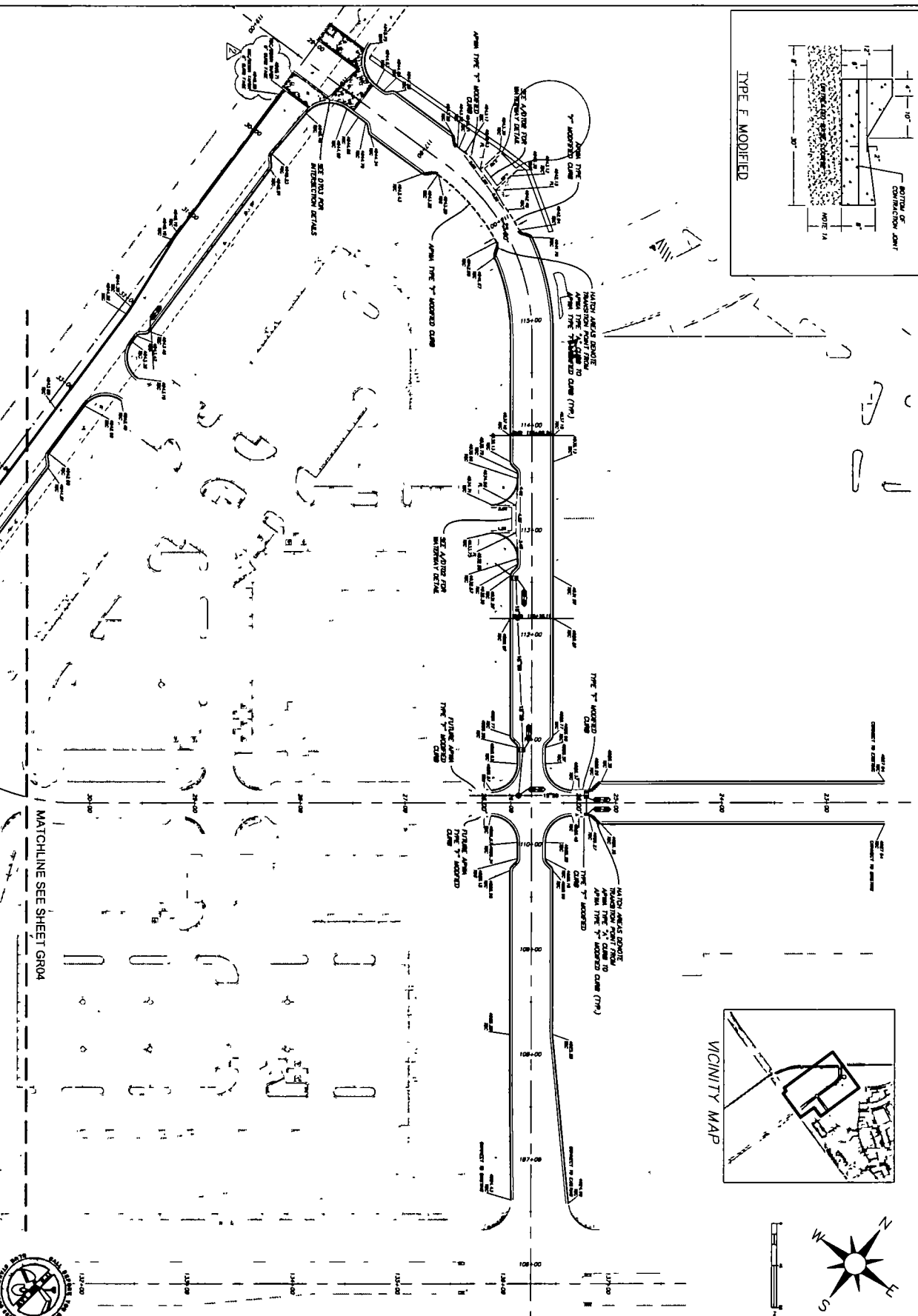
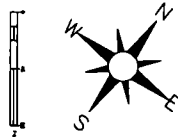
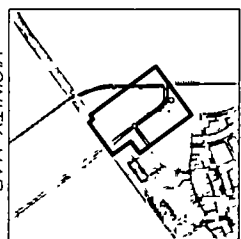


[illegible]

TYPE F MODIFIED



VICINITY MAP



11
OF 22 SHEETS
CH03

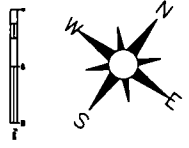
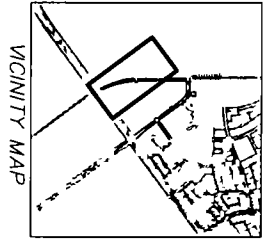
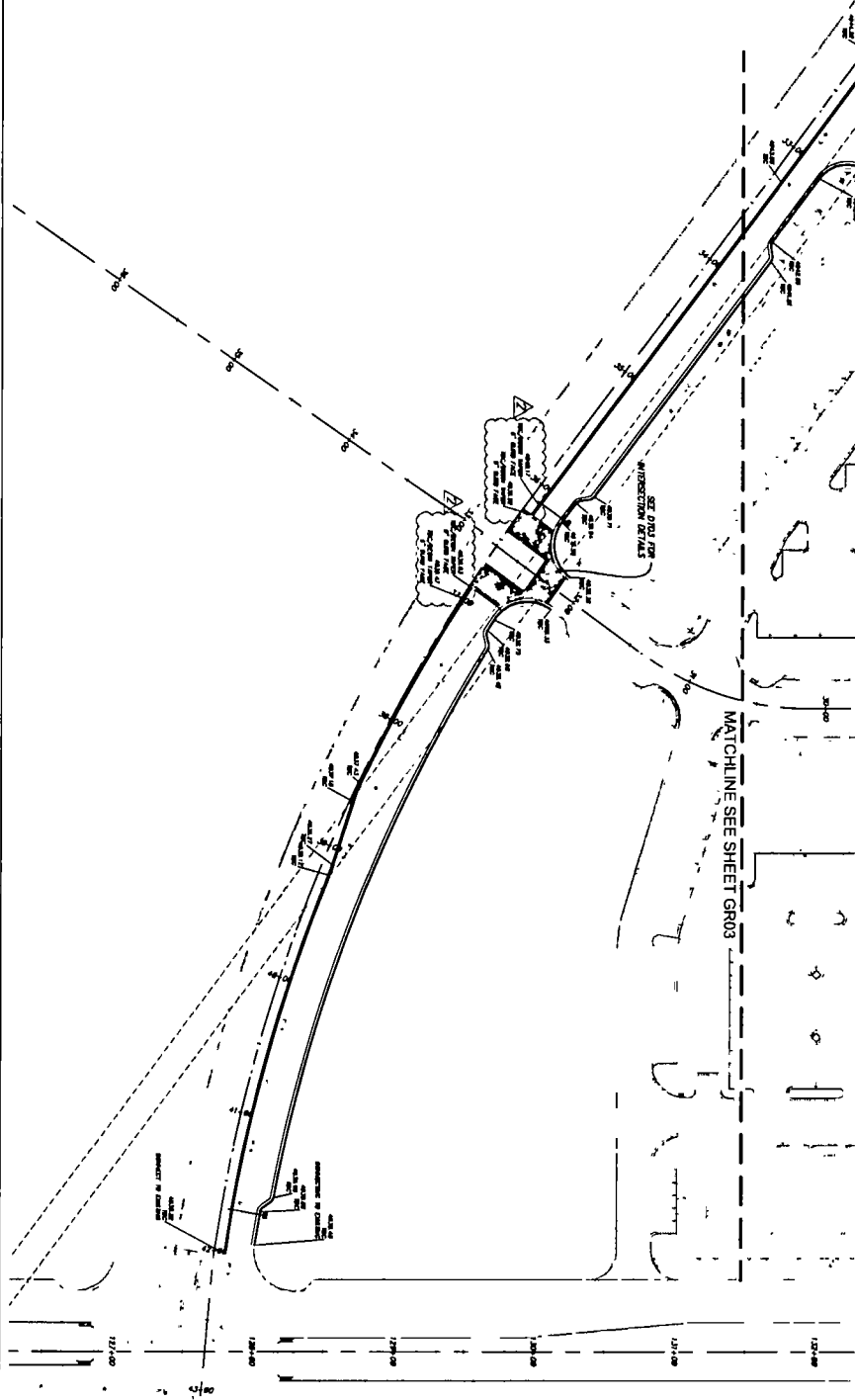
DAYBREAK
VILLAGE 10 NORTH PLAT 3
GRADING & DRAINAGE PLAN

DATE	11/11/2020
BY	CH03
CHECKED BY	CH03
APPROVED BY	CH03
SCALE	AS SHOWN
PROJECT NO.	14225764
SHEET NO.	11
TOTAL SHEETS	22

DATE	11/11/2020
BY	CH03
CHECKED BY	CH03
APPROVED BY	CH03
SCALE	AS SHOWN
PROJECT NO.	14225764
SHEET NO.	11
TOTAL SHEETS	22

11/11/2020





SHEET NO. 12
 OF 12
 GR04

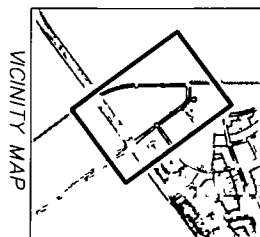
DAYBREAK
 VILLAGE 10 NORTH PLAT 3
 GRADING & DRAINAGE PLAN

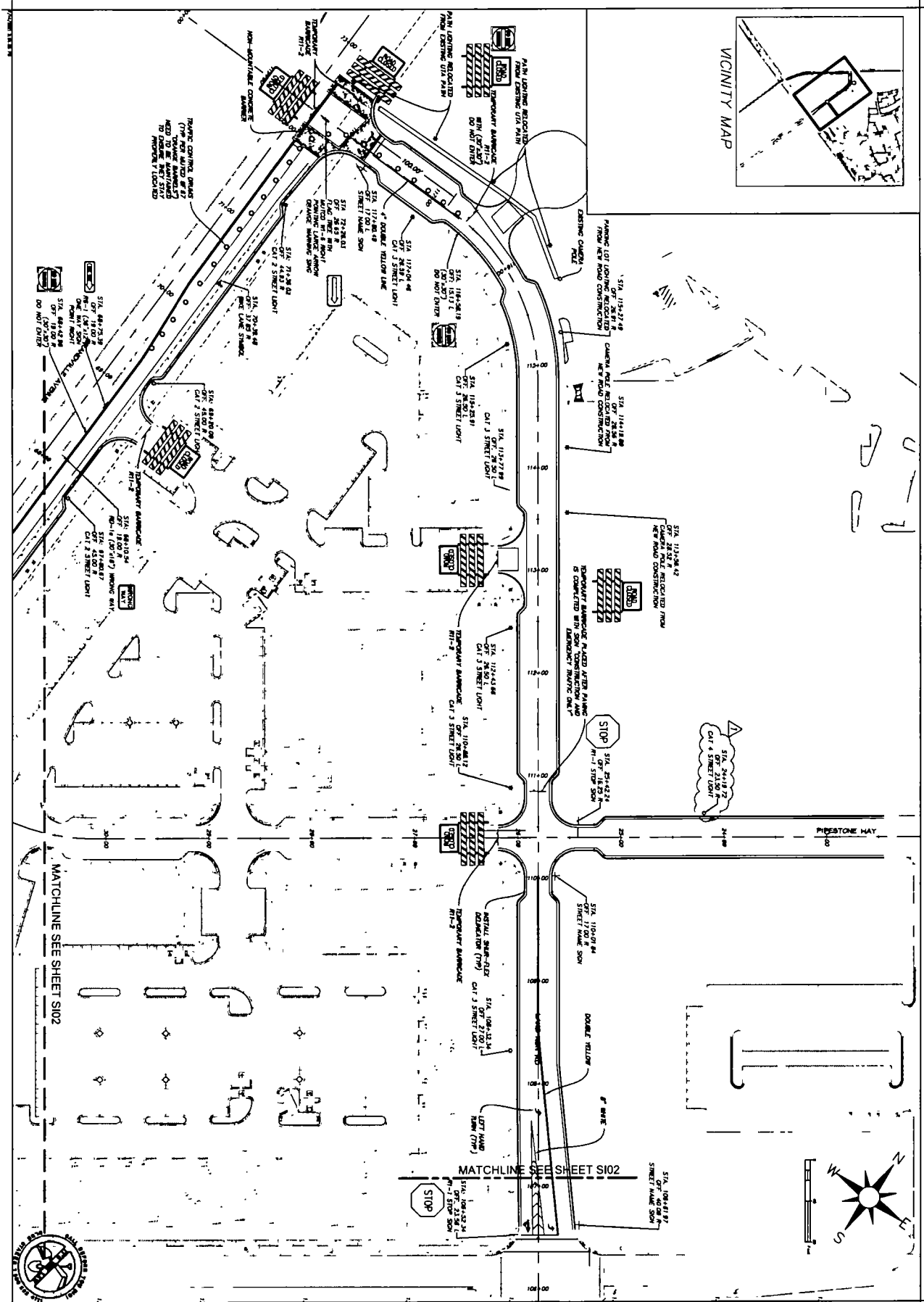
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CHECKED BY	JTA	DATE	NOV 2008
APPROVED BY		DATE	
PROJECT NO.	000000		
FILE NO.			
DATE			

NO.	DATE	REVISION
1	NOV 2008	ISSUED FOR PERMITS
2		
3		
4		
5		




PERIGEE CONSULTING
 CIVIL - GEOTECHNICAL - SURVEY
 2000 SOUTH 1000 WEST, SUITE 100
 SALT LAKE CITY, UT 84119
 TEL: 801.466.1111 FAX: 801.466.1112
 WWW.PERIGEECONSULTING.COM





DATE: 1/4/11
BY: J. L. BROWN
CHECKED: J. L. BROWN
SCALE: AS SHOWN
SHEET: S101

DAYBREAK
VILLAGE 10 NORTH PLAT 3
SIGNAGE PLAN

PROJECT NO.	14225764
DATE	NOV 2010
BY	JTB
CHECKED	JTB
DATE	01/04/11
PROJECT	DAYBREAK VILLAGE 10 NORTH PLAT 3
DATE	01/04/11
BY	JTB
CHECKED	JTB
DATE	01/04/11

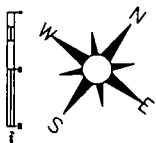
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1	1. LIGHT ADDED ALONG PRESTONE	01/04/11	JTB	JTB
2				
3				
4				
5				

JOHN J. BROWN
ENGINEER



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SHEET NAME
 15
 OF 23 SHEETS
 DRAWING NO.
 S102

RECEIVED 10-1		DD	NOV 2000	BY
FROM	SUBJECT	TO		
RJH	JTA			
SUBJECT 10-1		86756		
IN 10-1 OF RECORDS SECTION, NOVEMBER 2000				
DATE	FILED BY	FILE NO.		

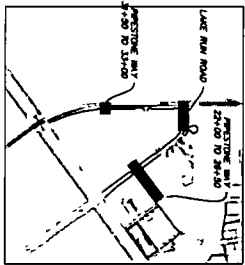
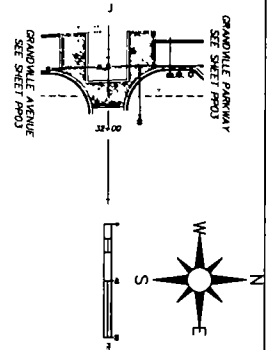
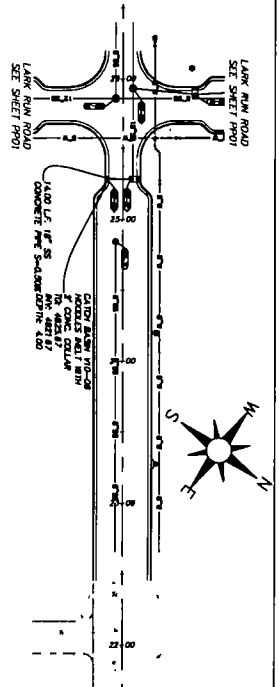
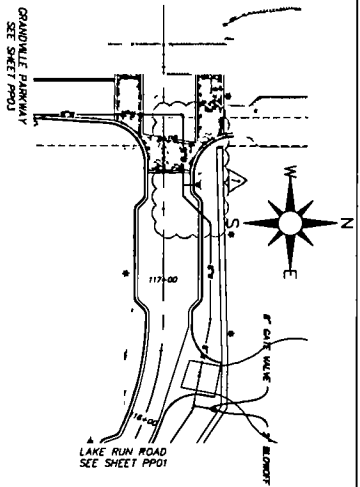
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MOULTON JORDAN CITY



PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SOUVY

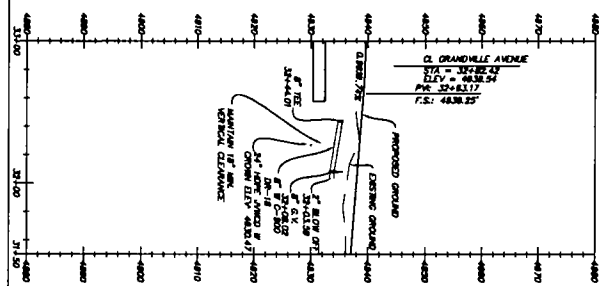
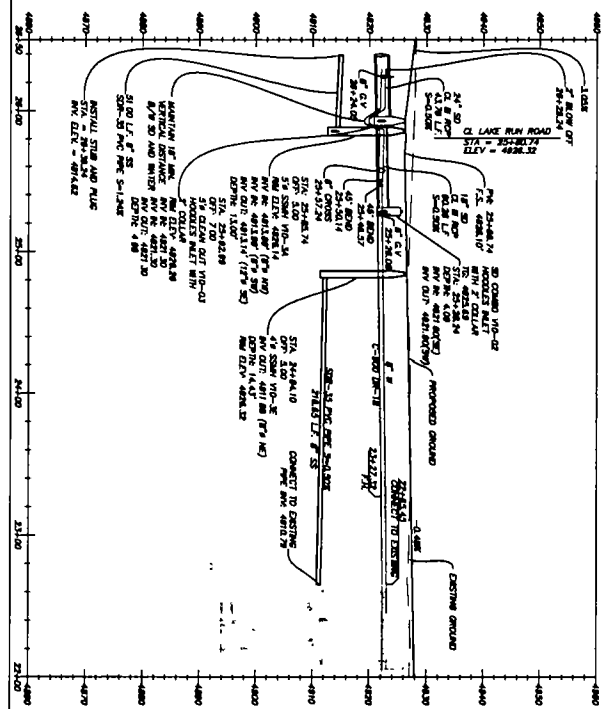
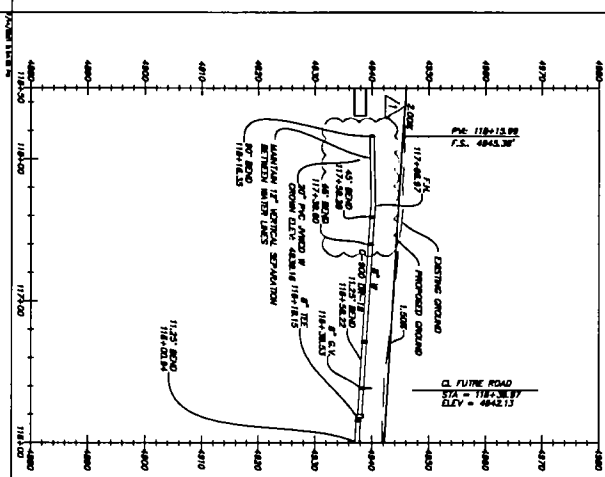
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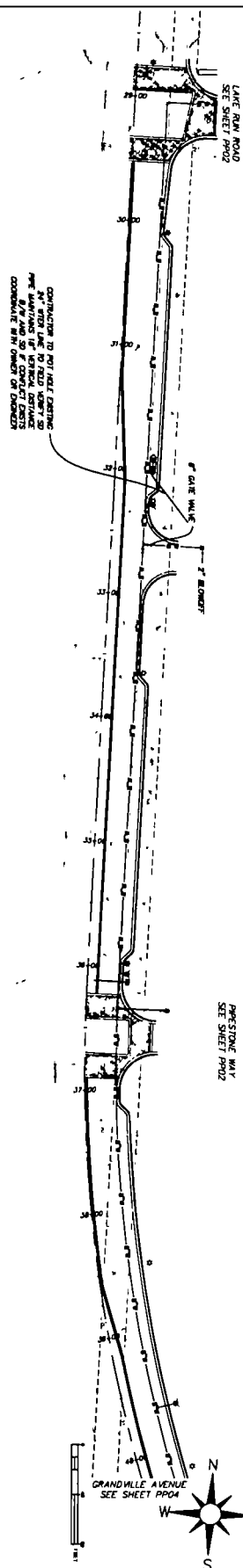
LAKE RUN ROAD

PIPESTONE WAY

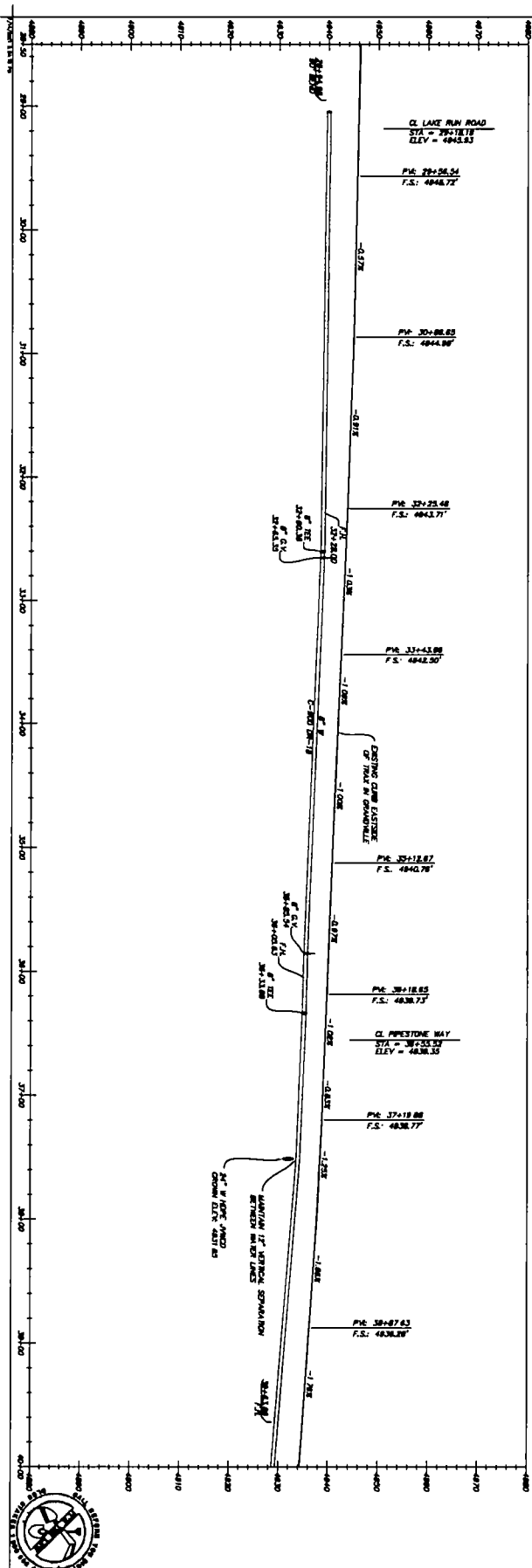
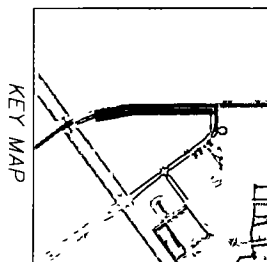
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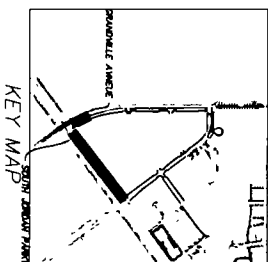
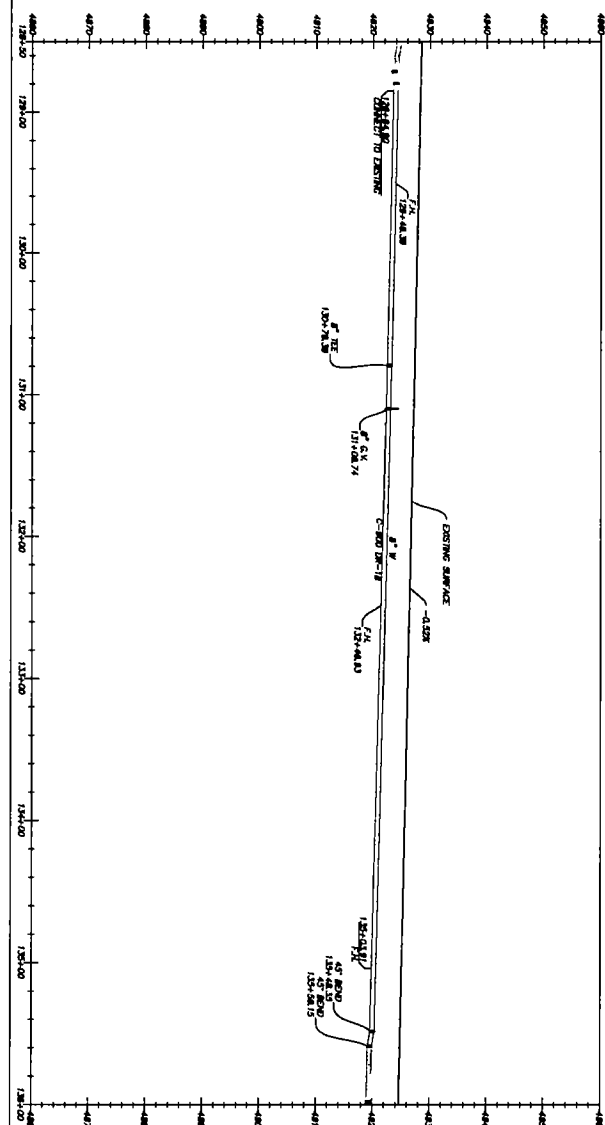
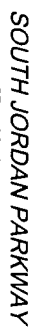
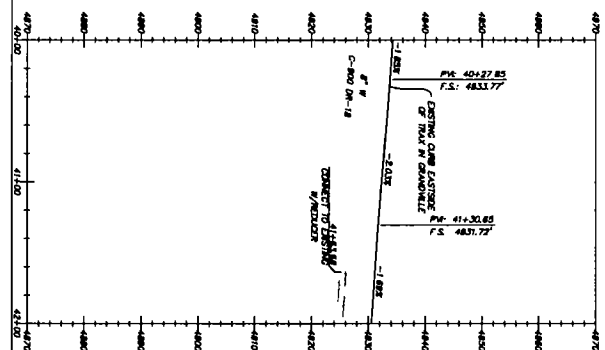
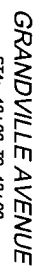
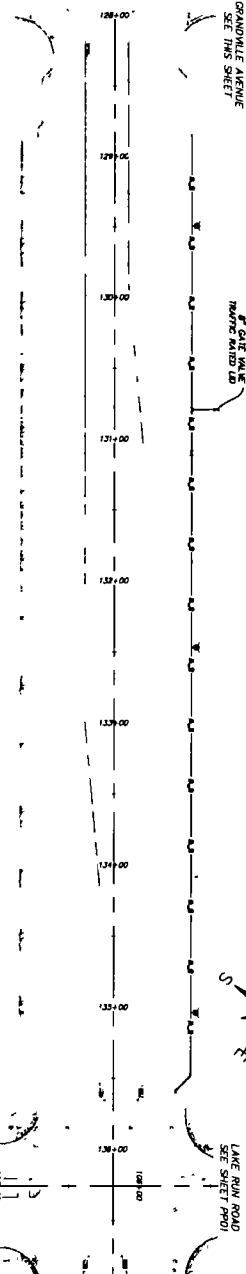
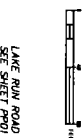
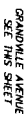
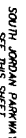


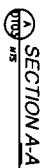
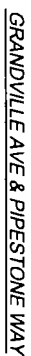
DAYBREAK VILLAGE 10 NORTH PLAT 3 PLAN & PROFILE - LAKE RUN ROAD & PIPESTONE WAY		DO NOT SCALE DATE: NOV 2008 DRAWN BY: JTA CHECKED BY: JTA PROJECT NO: 14225764	ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED 1" = 40' HORIZONTAL 1" = 4' VERTICAL	PERIGEE CONSULTING CIVIL - STRUCTURAL - GEOTECH
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GRANDVILLE AVENUE
STA. 28+50 TO 40+00

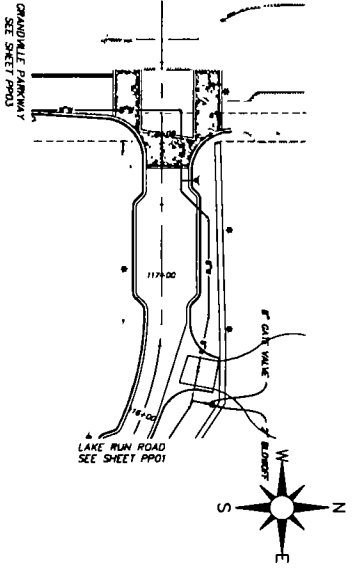




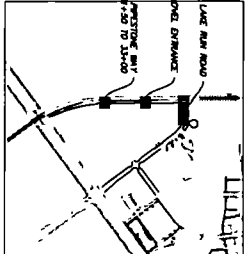
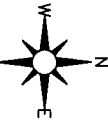
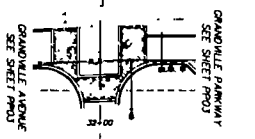
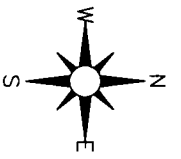
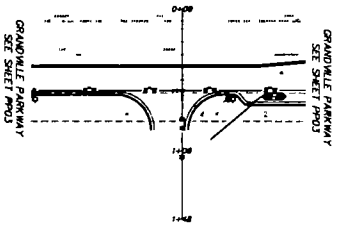


2. CONCRETE SHALL BE LIGHT BROWN PINK AND MATERIAL ONLY IN COLOR WITH THE 1/2" BAY DETAILING MATERIALS SELECTED TO BE DARK GRAY IN COLOR AND STAINED WITH M/LATROTE "TELEVISION" COLOR. A HOOK UP IS TO BE PROVIDED AND APPROVED BY THE OWNER PRIOR TO THE OWNER BEING TO CONSTRUCTION.
3. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.
4. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.
5. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.

[illegible][illegible]



ADDED NOTE:
 1. ADDED INTERSECTION TO BE C-400 DRAINAGE AL PROPOSED AND CONSTRUCTION ACTIVITIES WITHIN THE EXISTENT AND NEW PAVED PAVEMENT ARE REQUIRED TO BE COMPLETED PRIOR TO THE START OF THE 2.17' VERTICAL SEPARATION REQUIRED FOR UTILITIES CROSSING ADJACENT PAVEMENTS.

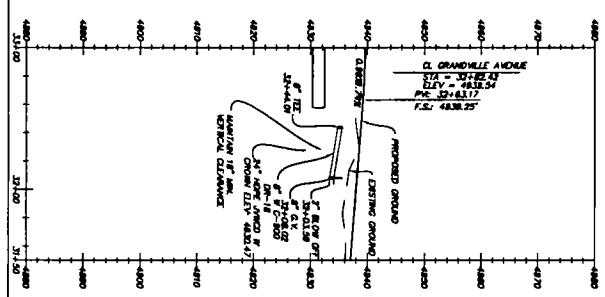
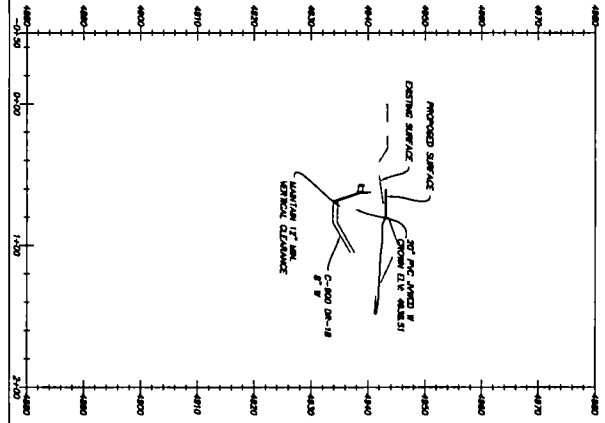
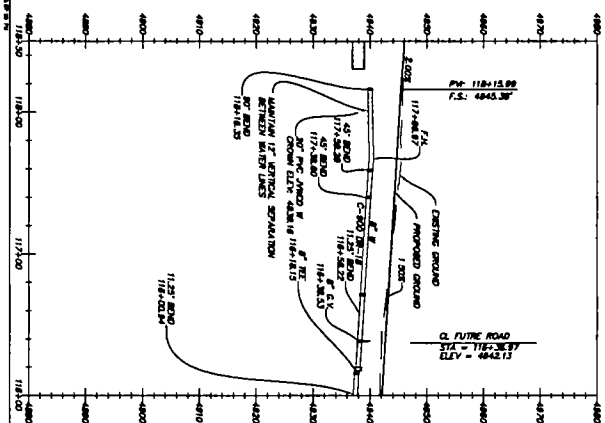


KEY MAP

LAKE RUN ROAD

NOVEL ENTRANCE

PIPESTONE WAY

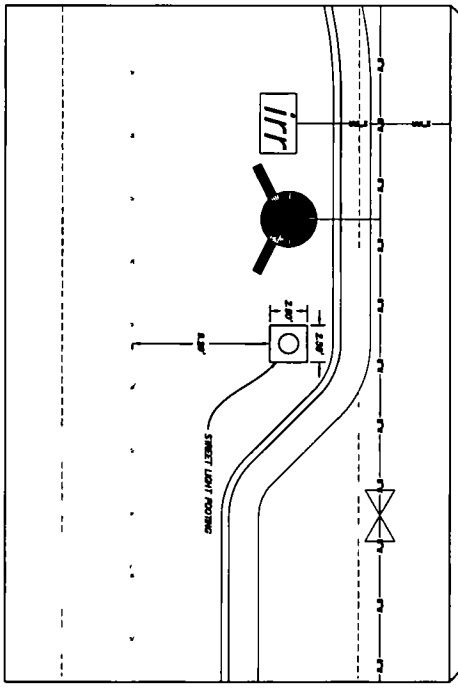
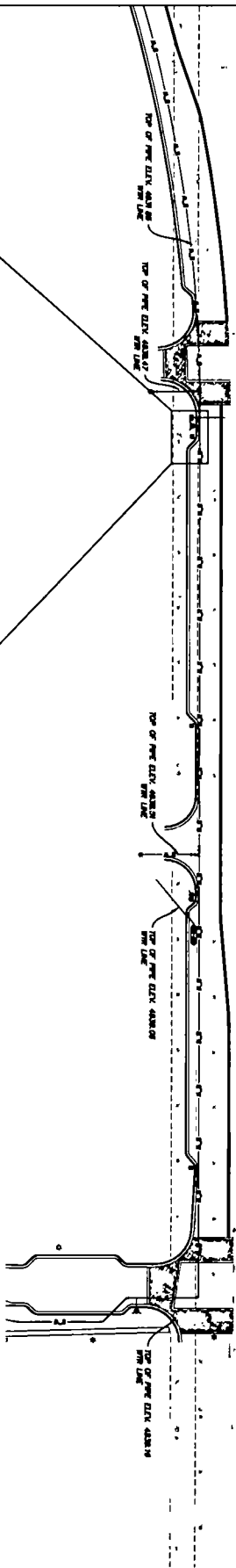
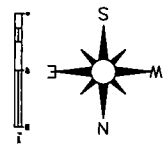


DAYBREAK
 VILLAGE 10 NORTH PLAT 3
 PLAN & PROFILE CONFLICTS WITH 24"
 LINE ALONG GRANDVILLE AVENUE

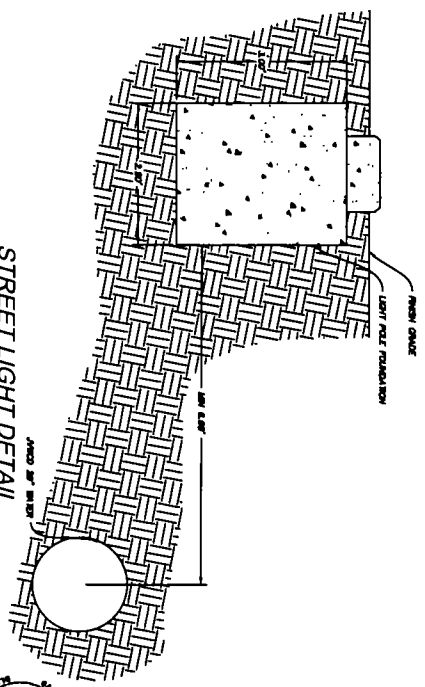
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DESIGNED BY	JTA	CHECKED BY	DO
DATE	06/23/21	DATE	06/23/21
PROJECT NAME	DAYBREAK VILLAGE 10 NORTH PLAT 3		
PROJECT LOCATION	DAYBREAK VILLAGE 10 NORTH PLAT 3		
PROJECT SCALE	1" = 40'		
PROJECT STATUS	FOR REVIEW		



POTHOLE AND STREET LIGHT EXHIBIT



TYPICAL STREET LIGHT LOCATION



STREET LIGHT DETAIL



SHEET NUMBER
01
OF 10 SHEETS
DRAWING NAME
ET05

DAYBREAK
VILLAGE 10 NORTH PLAT 3
POTHOLE OF JWVCD AND STREET LIGHT
EXHIBIT

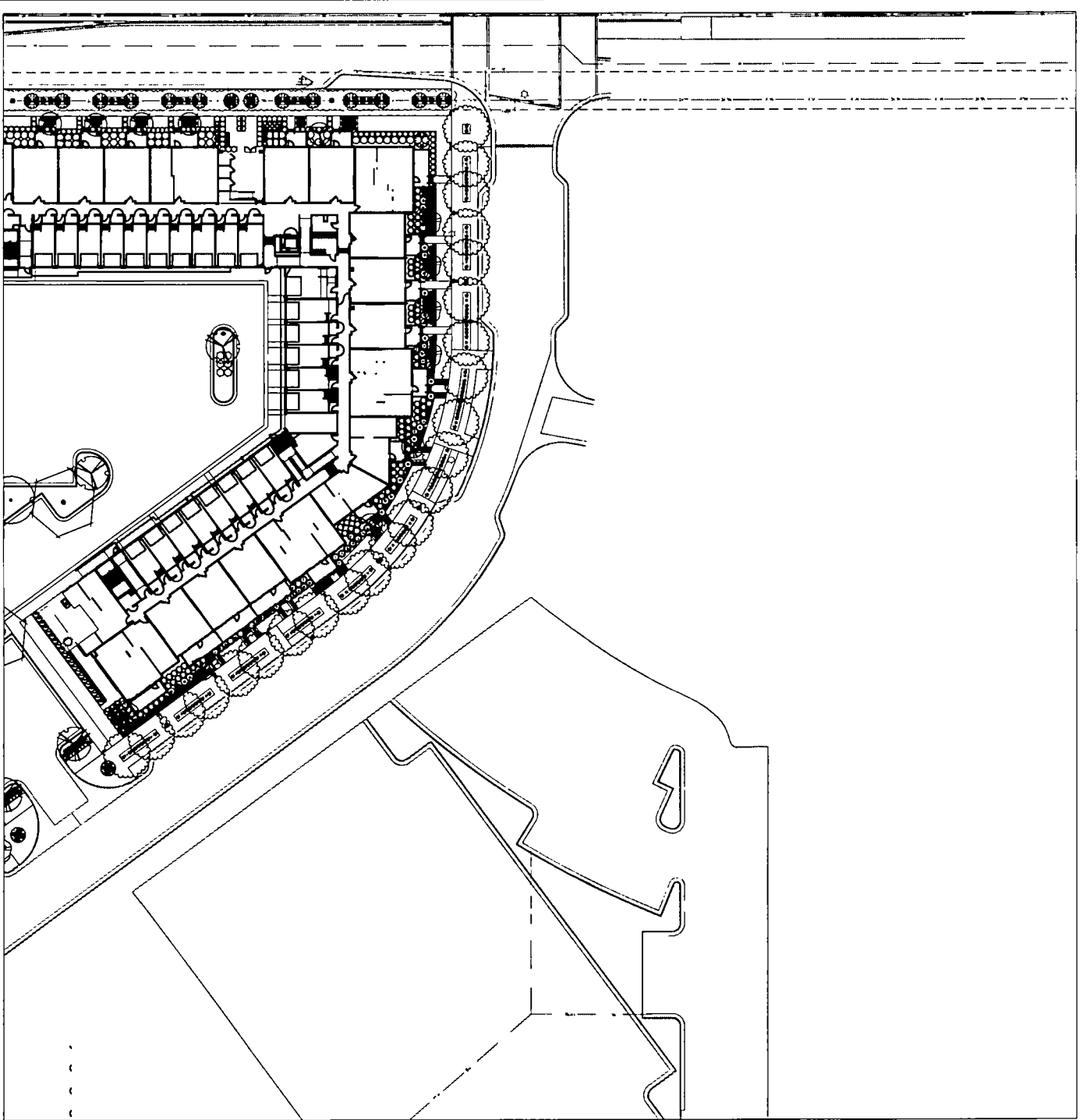
DATE	JULY 2021
BY	JTA
CHECKED BY	JTA
APPROVED BY	JTA
PROJECT NO.	00750
PROJECT NAME	DAYBREAK VILLAGE 10 NORTH PLAT 3
PROJECT LOCATION	DAYBREAK VILLAGE 10 NORTH PLAT 3
PROJECT DESCRIPTION	POTHOLE OF JWVCD AND STREET LIGHT EXHIBIT
PROJECT STATUS	IN PROGRESS
PROJECT BUDGET	\$ 0.00
PROJECT COST	\$ 0.00
PROJECT PROFIT	\$ 0.00
PROJECT TOTAL	\$ 0.00

DATE	JULY 2021
BY	JTA
CHECKED BY	JTA
APPROVED BY	JTA
PROJECT NO.	00750
PROJECT NAME	DAYBREAK VILLAGE 10 NORTH PLAT 3
PROJECT LOCATION	DAYBREAK VILLAGE 10 NORTH PLAT 3
PROJECT DESCRIPTION	POTHOLE OF JWVCD AND STREET LIGHT EXHIBIT
PROJECT STATUS	IN PROGRESS
PROJECT BUDGET	\$ 0.00
PROJECT COST	\$ 0.00
PROJECT PROFIT	\$ 0.00
PROJECT TOTAL	\$ 0.00

DAYBREAK VILLAGE 10 NORTH PLAT 3
POTHOLE OF JWVCD AND STREET LIGHT EXHIBIT

PERIGEE CONSULTING
CIVIL - STRUCTURAL - GEOTECH

8000 SOUTH 1200 WEST SUITE 100
DAY 800000 UT 84000
801 488 8000 801 488 8011 FAX
801 488 8011



LEGEND

Symbol	Description
○	Tree
●	Shrub
■	Building
□	Parking
▨	Landscaping
—	Path
—	Street
—	Property Line
—	Utility Line

NOTES

1. All dimensions are in feet and inches.
2. All areas are approximate.
3. All materials are to be selected by the architect.
4. All construction is to be in accordance with the latest edition of the International Building Code.
5. All landscaping is to be installed by the contractor.
6. All parking spaces are to be marked and painted.
7. All paths are to be paved.
8. All streets are to be paved.
9. All utility lines are to be marked.
10. All property lines are to be marked.

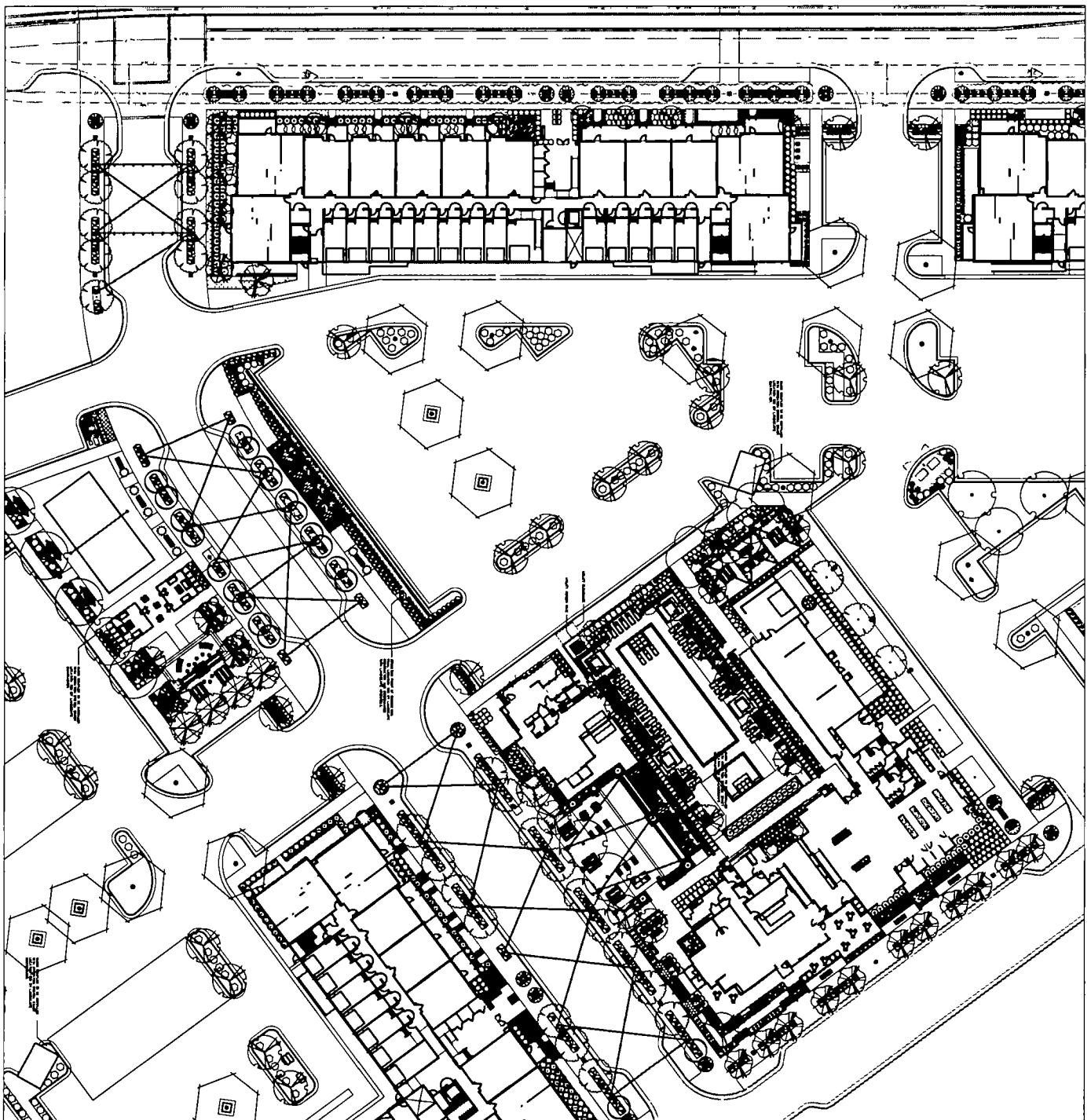
SCALE

0 10 20 40 60

SCALE 1" = 20'-0"

INDEX

1



SCALE 1" = 200'

NO.	SYMBOL	DESCRIPTION
1	[Symbol]	Asphalt Paved Area
2	[Symbol]	Grass Area
3	[Symbol]	Shrub Area
4	[Symbol]	Tree Area
5	[Symbol]	Water Feature
6	[Symbol]	Lighting
7	[Symbol]	Signage
8	[Symbol]	Other

Irrigation Layout Granaville Avenue

On location by line

8 20' 0"

20' 0"

20' 0"

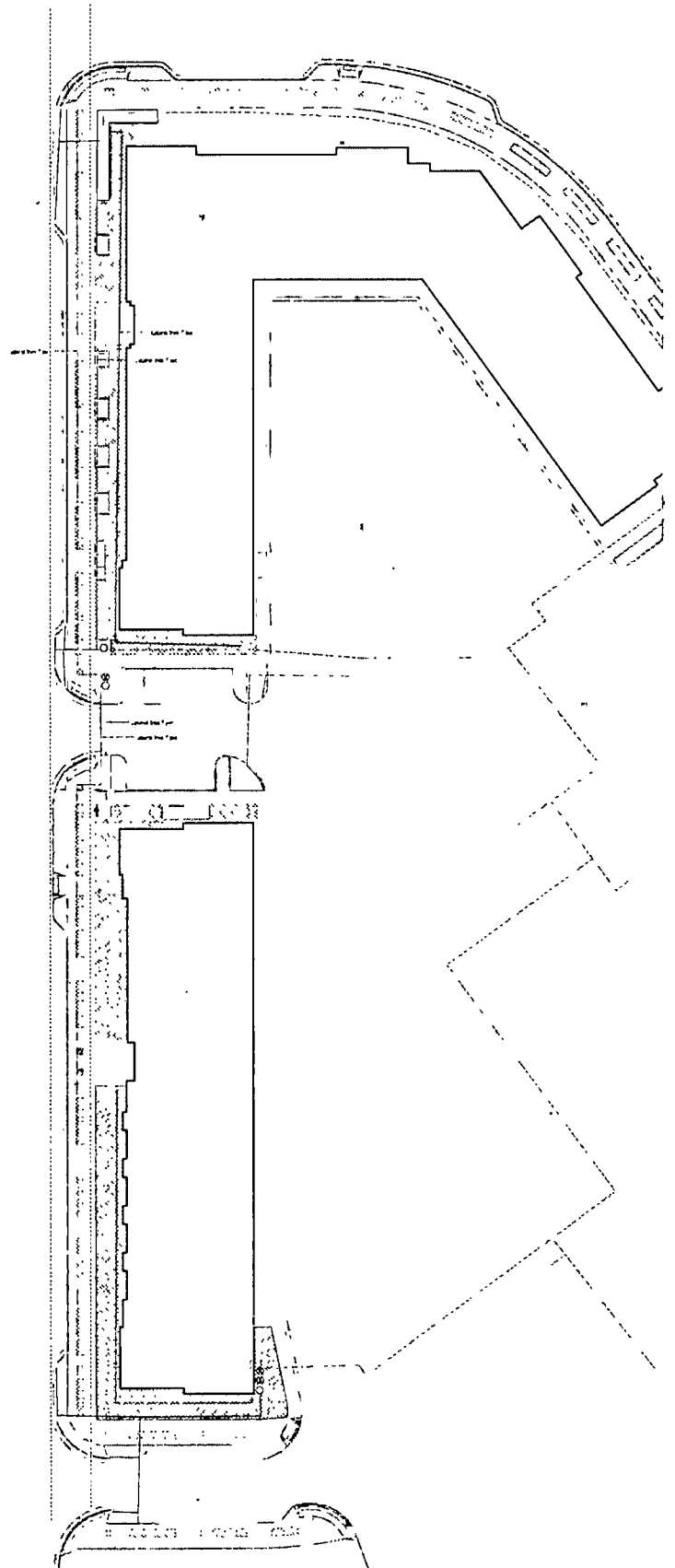


EXHIBIT D

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 concrete parking lots, walkways and driveways, curb, gutter, sidewalk; and non-masonry fence with gated opening. However, where the District's facilities or pipeline(s) have 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, swimming pools and in-ground trampolines, as designated and characterized by the District.

C. No trees or vines are allowed within the Easement/Right-of-Way. Shrubs or hedges that reach more than six feet (6') in height at maturity and/or have extensive root systems are not permitted within the Easement/Right-of-Way.

D. All changes in ground surfaces or elevations 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 or elevations 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 the actual location of the 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, shall 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 forty-eight (48) 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.