

Contract No. 05-LM-41-0010

12-02-230-007
 12-02-230-006
 12-02-230-008
 12-02-230-009

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION

PROVO RIVER PROJECT
 SALT LAKE AQUEDUCT
 SUBDIVISION AGREEMENT

9339467
 04/04/2005 08:36 AM \$77.00
 Book - 9113 Pg - 8175-8204
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 KELLI LUNDGREN
 6715 S 1300 E STE 200
 SLC UT 84121

BY: ZJM, DEPUTY - WI 30 P.

This SUBDIVISION AGREEMENT made and entered into this 17th day of November 2004, pursuant of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto among the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, herein called the United States, the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, herein called the District, LAPIS DEVELOPMENT LLC, with its principle address at 6715 South 1330 East, Suite 200, Salt Lake City, Utah, herein called the Subdivider.

WITNESSETH:

WHEREAS, the Subdivider is the owner of real property in Salt Lake County, State of Utah, adjacent to an easement owned in by the United States, which she desires to subdivide into residential lots; and

WHEREAS, it is proposed that certain subdivision improvements be constructed, operated, and maintained over the property on which the United States has an easement for the Salt Lake Aqueduct, and appurtenant structures herein referred to as the "U.S. Lands"; and

WHEREAS, the United States and the District are willing to consent to certain subdivision improvements within the U.S. Lands on the conditions hereinafter set forth;

NOW, THEREFORE, it is hereby agreed by and among the parties hereto as follows:

1. Each of the parties hereto acknowledge that the Subdivider has submitted to Salt Lake County a final subdivision plat for a subdivision to be known as "Falcon Cove" which will utilize a portion of the U.S. Lands in accordance with certain protection criteria set forth in Exhibit "E". A copy of the plat and the subdivision's legal description is attached as Exhibit "A", Falcon Cove. The portion of the U.S. Lands utilized by the subdivision is described in attached Exhibits "A", "B", "C" and "E".

2. The Subdivider acknowledges the United States easement and the prior and superior rights of the United States and the District to construct, reconstruct, operate, and

maintain the Aqueduct and appurtenant structures, above and below ground surface within the U.S. Lands shown on Exhibits "A", "B", "C" and "D".

3. The United States and the District, by allowing the subdivision plat to be recorded, do not subordinate the U.S. Lands to the dedicated subdivision road, subdivision lot.

4. All construction of subdivision improvements within the U.S. Lands shall be performed in a manner satisfactory to the United States and the District. The Subdivider and its successors in interest shall not construct any permanent structures upon the U.S. Lands. The United States and the District shall be furnished a copy of the plans and specifications of any subdivision improvements for review and approval prior to the commencement of any construction on said Subdivision. Any cuts or fills over the Aqueduct must be pre-approved by the United States and/or the District and shall maintain the following minimum and maximum depths of cover.

<u>TYPE OF PIPE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
A	4 feet	5 feet
B	4 feet	10 feet
C	4 feet	15 feet
D	4 feet	20 feet

Any anticipated variances from the above minimum and maximum should receive the prior written approval of the United States and the District. No vehicular traffic exceeding HS-20 loading will be allowed over the Aqueduct unless adequate protection is provided, and specifications approved by the United States and the District.

5. No pipeline or conduit shall be constructed within the U.S. Lands, except where necessary to cross the Aqueduct and in such event, the crossing shall provide a minimum of Eighteen (18) inch clearance between pipeline or conduit and the Aqueduct. All sewer and culinary pipeline crossings shall cross over or under the Aqueduct and all such crossings shall be constructed of ductile iron pipe, and shall be encased, for the complete distance of the U.S. Lands. All utility crossings must be covered under a separate agreement with the appropriate utility companies.

6. The Subdivider agrees to inform prospective purchasers of lots 1, 6, 7, and 8 (hereafter jointly referred to as lots), which encumber the U.S. Lands, of the prior rights of the United States and the District, as stated in paragraph 2.

7. All Deeds and Instruments for lots 1, 6, 7, and 8, as shown on Exhibit "A" shall contain provisions and protective covenants recognizing the prior rights of the United

States and the District, and shall prohibit the erection of homes or permanent structures and the planting of trees within the U.S. Lands area and shall require that plans for landscaping and other development be submitted, prior to construction, to the United States and the District for review and approval.

8. The Subdivider agrees to notify all affected utility companies that the United States requires a separate license agreement prior to installation of a utility within the U.S. Lands.

9. All applicable State, City, and County regulations shall be adhered to in the construction of utilities. Plans and specifications for any utility installations shall be submitted to the United States and the District on an individual basis for review and approval prior to the start of construction. The Subdivider shall notify the Projects Manager, or his authorized representative, and the District at least forty-eight (48) hours in advance of commencing installation of any subdivision developments or utilities on the U.S. Lands.

10. Any increase in the costs to reconstruct, operate, maintain, inspect, and repair the Aqueduct and appurtenant structures which result from the proposed subdivision and/or construction of homes, physical structures, landscaping, subdivision improvements, or installation of utilities shall be paid by the Subdivider or its successors in interest to the lot, utility, home, structure, or improvement which causes the increased cost. The increased costs shall constitute a lien on the applicable lot(s) until paid.

11. The Subdivider, her successors, or assigns agree that forty-eight (48) hours prior to excavation for construction of any home or improvements on the lots described in paragraph 7, the location of said homes or improvements shall be staked in the field and the United States and District shall be notified to permit inspection and approval to avoid any encroachment on the U.S. Lands.

12. The Subdivider agrees to prepare restrictive covenants and submit them to the United States for approval prior to recording the restrictive covenants. The restrictive covenants shall recognize the prior rights of the United States and the District, as set forth in this agreement, and shall require that plans for landscaping and development of the lots described in paragraph 7, which may effect or hinder the operation, repair, replacement, inspection, or maintenance of the Aqueduct, shall be submitted to the United States and the District for review and approval, prior to proceeding with the landscaping or development. The restrictive covenants shall also provide that the costs and responsibilities set forth in paragraphs 8, 9, 10, 11, 13, 14, and 15 are applicable to the Subdivider, its successors in interest, and future owners of the subdivision lots described in paragraph 7. The Subdivider shall include in the conveying instrument of any lot partially within the U.S. Lands, a provision stating that the conveyance is subject to the restrictive covenants.

13. The Subdivider shall record the restrictive covenants and this agreement, at the time the Subdivider records its subdivision plat, all at no expense to the United States

or the District, and shall furnish copies of the recorded plat and covenants to the United States and the District.

14. The Subdivider and its successors in interest agree to indemnify and hold the United States and the District harmless against all claims of every character arising out of or in connection with the construction, operation, inspection, or maintenance of the subdivision lots, improvements, and utilities, and the Subdivider and its successors in interest further agree to release the United States and the District from all claims for damage to the subdivision lots, improvements, or utilities, which may hereafter result from the construction, operation, or maintenance of the Aqueduct or any other works for facilities of the Provo River Project or any other United States or District project. This will not be construed to include negligent or wrongful acts of the United States, the District, or their agents or assigns. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. § 1346(b), 2671 *et seq.*) or other applicable law.

15. The Subdivider agrees to abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

16. The Subdivider warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon the agreement or understanding for a commission, percentage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Subdivider for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability.

a. The Subdivider will be responsible for its actions under this Subdivision Agreement. Upon the recordation of a deed from the Subdivider transferring title to any of the lots that are the subject of this Subdivision Agreement, Subdivider shall be responsible for obtaining the signature to this Subdivision Agreement of such Subdivider's successors in interest who upon such signature, will then assume any responsibility and/or liability of the Subdivider under this Subdivision Agreement for the lot which they have purchased. Upon the assumption of the Responsibility and Liability by the purchaser of each lot, the Subdivider shall thereafter be released from its obligations under Paragraphs 8, 9, 10, 11, 12, 13, 14, 15 and 16 for such lots.

17. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share of part if this Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefits.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SUBDIVIDER

LAPIS DEVELOPMENT LLC

By: Wally J. Potts
Title: Managing Member

UNITED STATES OF AMERICA

John H. Johnson
Approved Solicitors Office

By: Darryl Belknap
Title: Regional Director
Upper Colorado Region

METROPOLITAN WATER DISTRICT OF
SALT LAKE & SANDY

By: Melvin H. Johnson
Title: GENERAL MANAGER

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT)
) ss.
County of SL)

On this 19th day of November, 2004, personally appeared before me Darryl Beckmann, known to me to be the Regional Director of the Upper Colorado Region, Bureau of Reclamation, United States Department of Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him. *Acting*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Betty J. Reed
Notary Public

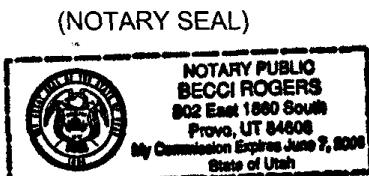
ACKNOWLEDGMENT OF LAPIS DEVELOPMENT LLC

State of UT)
) ss.
County of SL UT)

On this 26th day of October, 2004, personally appeared before me Kelli Lundgren, known to me to be the Managing Member, of Lapis Development LLC, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of Lapis Development LLC, pursuant to authority delegated to him.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Becci Rogers
Notary Public



ACKNOWLEDGMENT OF METROPOLITAN WATER
DISTRICT OF SALT LAKE & SANDY

State of UT)

) ss.

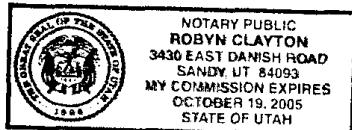
County of SL)

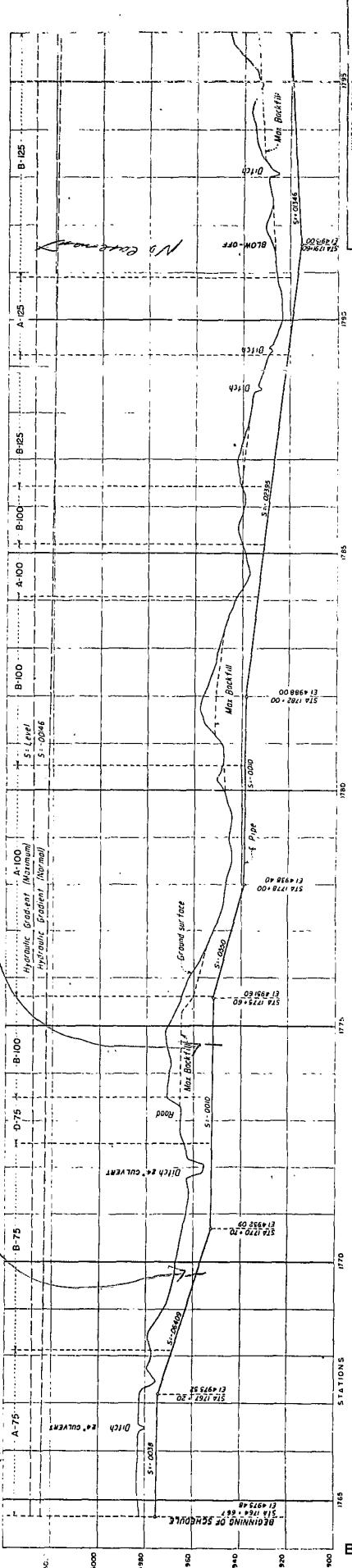
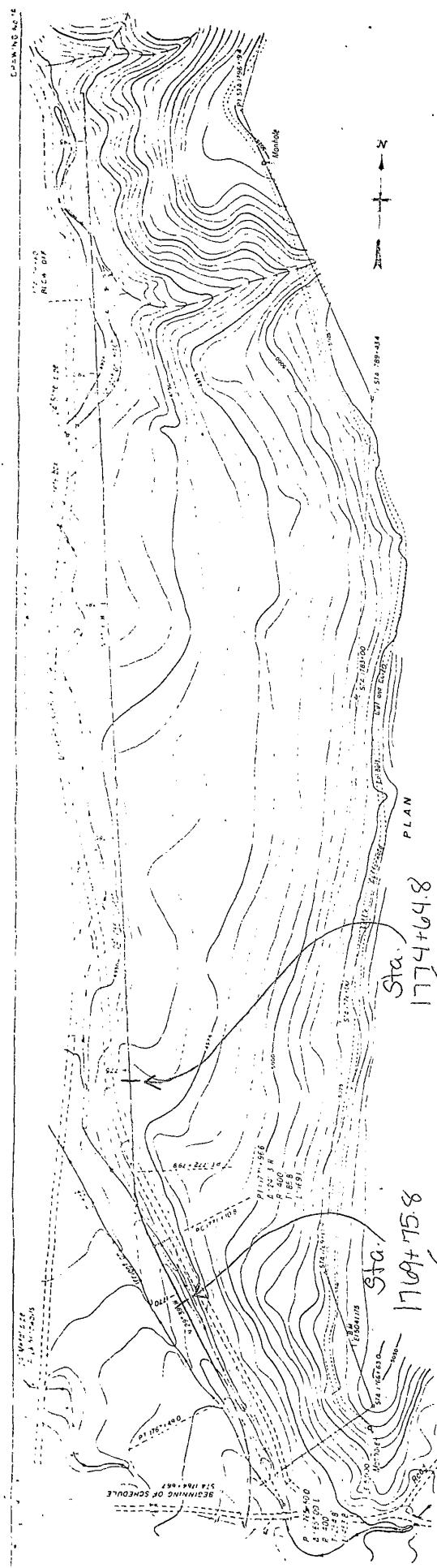
On this 15th day of November, 2004, personally appeared before me John Robert Carman, known to be the General Manager, the undersigned officer, who acknowledged that himself/herself to be the Metropolitan Water District of Salt Lake & Sandy, a political subdivision of the State of Utah, and that she/he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the organization by himself/herself as General Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARY SEAL)

Robyn Clayton
Notary Public

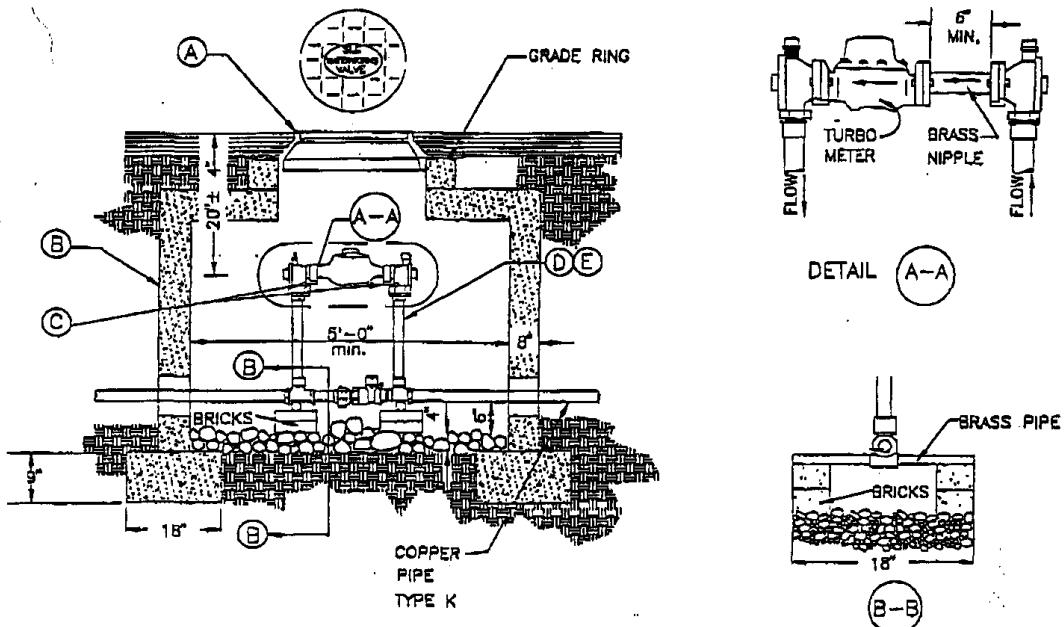




BK 9113 PG 8183

EXHIBIT B

STANDARD PLAN W-5
1-1/2" AND 2" SERVICE



LEGEND		
ITEM	DESCRIPTION	PART NUMBER
(A)	MANHOLE RING & COVER	D & L A-1422
(B)	CONCRETE BOX	SEE STD. DRAW W-12
(C)	METER BOLTS	5/8" X 2 - 3/4" BRASS
(D)	1-1/2" CUSTOM SETTER WITH BYPASS	FORD VBH 66
(E)	2" CUSTOM-SETTER WITH BYPASS	FORD VBH 77

NOTES:

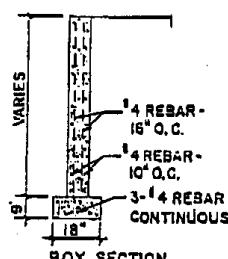
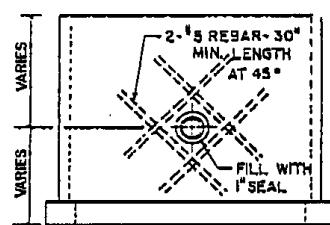
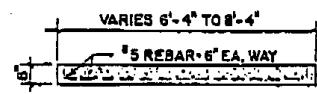
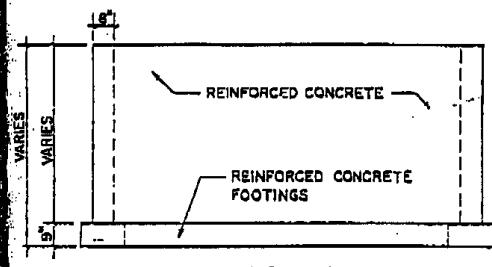
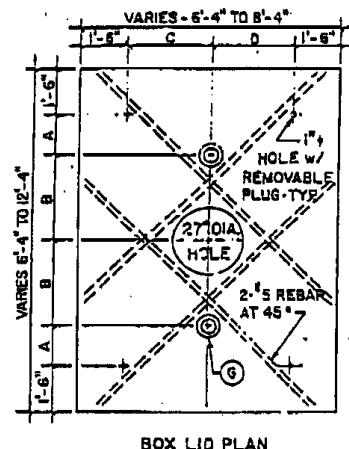
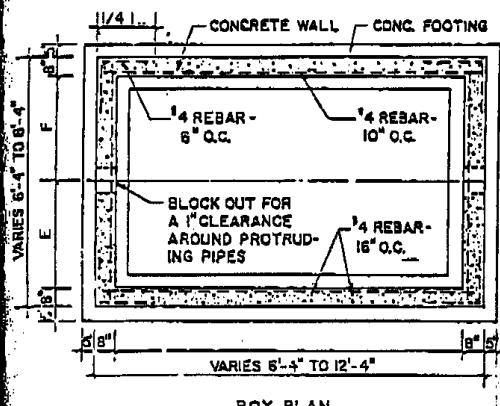
1. ALL WORK MUST BE INSPECTED BY ENGINEER PRIOR TO BACKFILL
2. FROM THE TOP OF THE LID TO THE CENTER LINE OF THE METER TO BE $20\pm 4"$
3. CENTER MANHOLE OVER METER
4. INSTALL BRICK BLOCKING UNDER METER
5. TURBINE METERS REQUIRED ON ALL SYSTEMS USED EXCLUSIVELY FOR IRRIGATION OR FIRE PROTECTION WHERE DOMESTIC USE IS TO BE USED, USE STANDARD METER
6. BYPASS VALVE TO BE LEFT IN THE OFF POSITION
7. 6" GRADE RING REQUIRED
8. ALLOW A 1" CLEARANCE AROUND WATER LINE WHERE PASSING THROUGH CONCRETE WALLS SEAL HOLE WITH RAMNECK SEALANT
9. SALT LAKE CITY TO SUPPLY WATER METER
10. MINIMUM DEPTH FOR WATER SERVICE TO BE 48 INCHES EXCEPT WHERE 60" IS DESIGNATED BY ENGINEER
11. SUBSTITUTIONS: APWA 0163

				APPROVAL CHARLES H. CALL, JR. No. 4598 LICENSED PROFESSIONAL ENGINEER	SALT LAKE CITY CORPORATION	STANDARD PLAN W-5	VULN 0163 ACCT 5-P-1 SHEET 1 OF 1 SHEETS	REV 1
1	C. H. CALL	REVISION	C.S.					
NO.	AUTHORIZED BY	REVISIONS	MADE BY	DATE				

Exhibit D

BK 9113 PG 8185

STANDARD PLAN W-12
CONCRETE BOXES



BOX ELEVATION

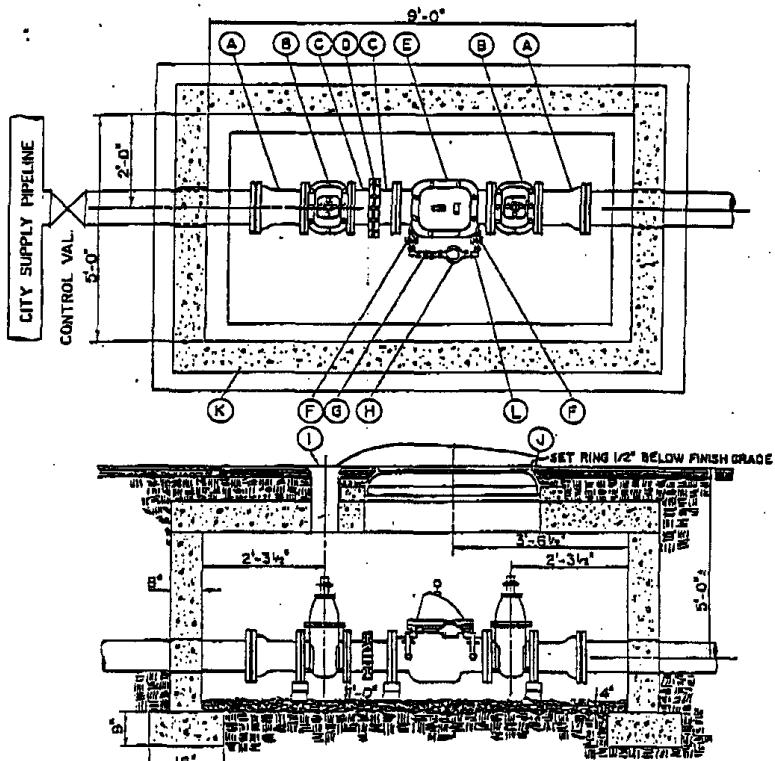
NOTES:

1. ALL WORK MUST BE INSPECTED BY ENGINEER PRIOR TO BACKFILL
2. USE APWA Q3304 CLASS 4000 CONCRETE
3. USE APWA Q3200 GRADE 40 REBAR MINIMUM
4. FILL OPENINGS AROUND WATERMAIN PIPES WITH 1" RAMNECK SEAL
5. PLACE RAMNECK SEAL BETWEEN WALL AND LIO

LEGEND					
ITEM	METER SIZES				COMMENTS
	8"	6"	4"	1 1/2" B 2"	
A	1'-11 3/4"	2'-4 1/4"	1'-11 5/8"	CENTER	4" METER MAY VARY
B	2'-8 1/4"	2'-3 3/4"	1'-3 3/8"	CENTER	NO VAL. BOX FOR 1 1/2", 2"
C	2'-6"	2'-8"	1'-2"	CENTER	
D	2'-8"	2'-8"	2'-2"	CENTER	* ON BYPASS SIDE
E	3'-6"	3'-6"	2'-0"	2'-6"	
F	3'-6"	3'-6"	3'-0" *	2'-6" *	* ON BYPASS SIDE
G	TOP SECT. OF VALVE BOX		TYLER 8850 WITH LID		

					SALT LAKE	STANDARD PLAN	VAULT <u>93-0171</u>	ACCT <u>S-P-1</u>	REV
C. H. CALL	REVISION	C.S.	3/93		CITY	W-12			
AUTHORIZED BY	REVISIONS	MADE BY	DATE	CORPORATION				1	
		ENGINEER							

BK 9113 PG 8186

STANDARD PLAN W-19
DETECTOR CHECK VALVE

NOTES

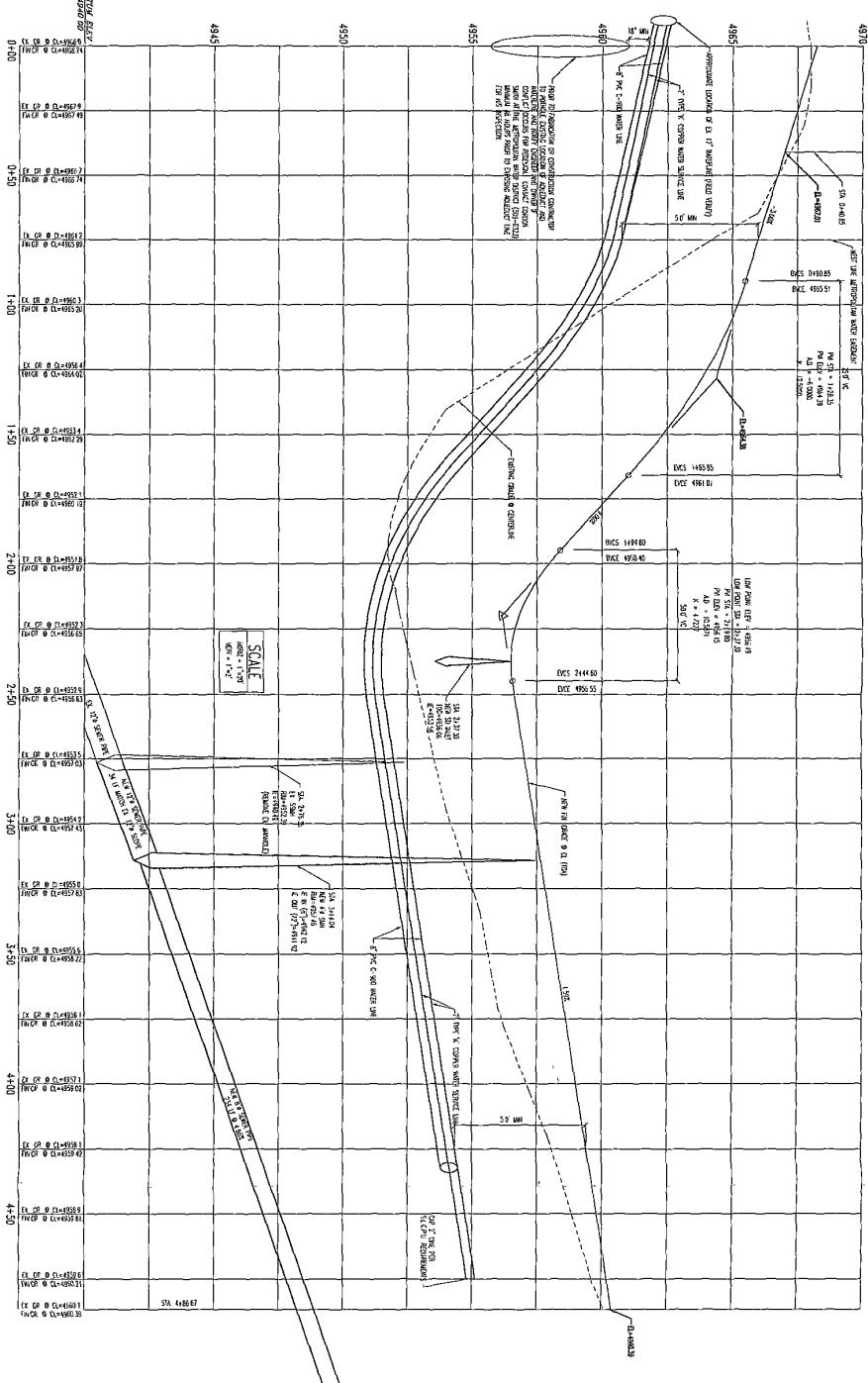
- ALL WORK MUST BE INSPECTED BY THE ENGINEER PRIOR TO BACKFILL.
- ALL UNSPECIFIED FITTINGS & NIPPLES TO BE BRASS. NO GALVANIZED MATERIAL ALLOWED.
- CONTRACTOR TO FURNISH & INSTALL ALL PIPE & FITTINGS REQUIRED TO INSTALL DETECTOR CHECK VALVE ASSEMBLY.
- 6° GRADE RING REQUIRED.
- BRICK OR CONCRETE BLOCKING REQUIRED AS SHOWN.
- ALLOW 1" CLEARANCE AROUND WATER LINE WHERE PASSING THROUGH CONCRETE WALLS. OPENING TO BE SEALED WITH A COMPRESSIBLE MATERIAL APPROVED BY THE ENGINEER.
- DIMENSIONS OF DETECTOR CHECK VALVE ASSEMBLY MAY VARY SLIGHTLY.
- CONTROL VALVE WITH VALVE BOX TO BE INSTALLED ADJACENT TO CITY SUPPLY PIPELINE.
- LENGTH OF FLANGE x P.E. SPOOLS VARY.
PIPE SIZE x LENGTH
6" x 10"
8" x 8 1/2"
10" x 6"
- THE VALVE IN THE BOX (ITEM B) CLOSEST TO THE MAIN, MAY BE ELIMINATED AT THE DECISION OF THE ENGINEER.
- SUBSTITUTIONS: APWA 0163Q

* FURNISHED BY SALT LAKE CITY

LEGEND		
ITEM	DESCRIPTION	PART NUMBER
A	FLANGE x M.J. ADAPTOR (CEMENT LINED)	
B	GATE VALVE W 2" x 2" OPERATING NUT	PACIFIC STATES LIST NO. 4
C	FLANGE x P.E. SPOOL	SEE NOTE 9
D	VITCAULIC COUPLING	STYLE 44
E	DETECTOR CHECK VALVE	
F	3/4" VALVE	
G	3/4" CHECK VALVE	
H	3/4" METER	
I	TOP SECTION OF VALVE BOX W/LID	TYLER 6850
J	20" MANHOLE RING & COVER	D B L A-1005
K	CONCRETE BOX - MODIFIED	STANDARD DRAWING #12
L	COPPER PIPING	

APPROVED NO. 1595 CHARLES H. CALL, JR. FEB 2001 ENGINEER			SALT LAKE CITY CORPORATION	STANDARD PLAN W-19	Vault 93-0179 ACCT 5-P-1 SHEET 1 OF 1 SHEETS	REV 1
1	C. H. CALL	REVISIONS	C.S. 3/93			
AUTHORIZED BY	REVISIONS	MADE BY	DATE			

BK 9113 PG 8187

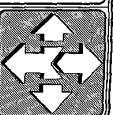


FALCON COVE P.U.D.
LAPIS DEVELOPMENT, LLC

8790 SOUTH DANISH ROAD
COTTONWOOD HEIGHTS, SALT LAKE COUNTY, UTAH
LOCATED AT THE NORTHEAST QUARTER OF SECTION 2, T3S, R1E, S1BL&M

McNEIL ENGINEERING AND LAND SURVEYING

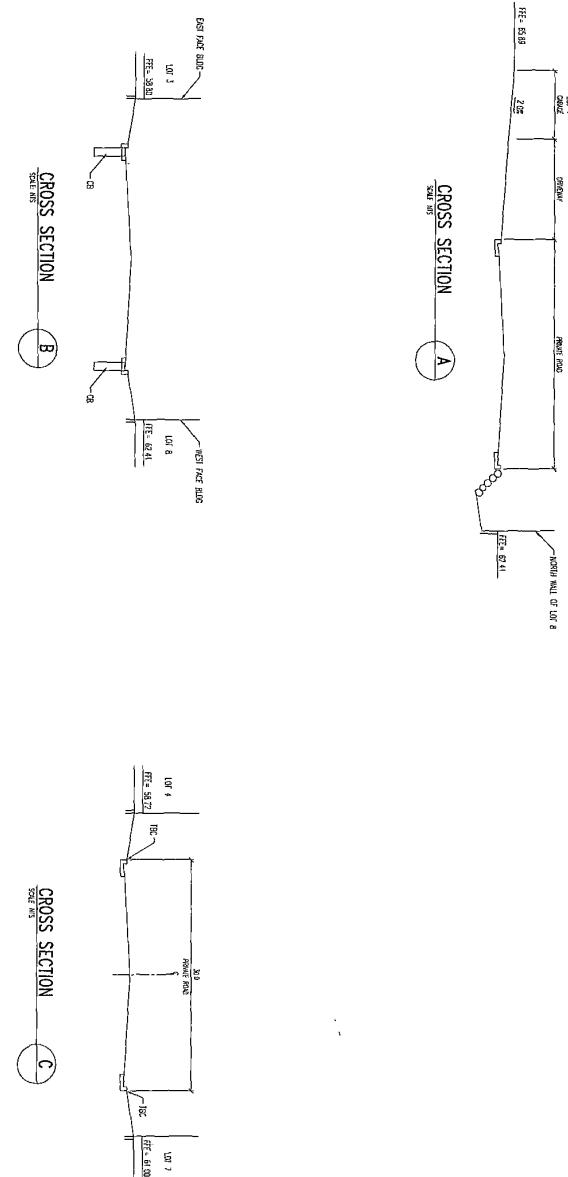
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
6895 SOUTH 900 EAST M'VOALE, UTAH 84417
TEL. (801) 255-7700 FAX (801) 255-0071
E-MAIL Info@mcengineering.com WEB SITE [AT www.mcengineering.com](http://www.mcengineering.com)



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C-2.03

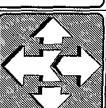
PRIVATE ROAD
PLAN AND
PROFILE

C 2.04

PRIVATE ROAD
CROSS
SECTIONS

FALCON COVE P.U.D.
LAPIS DEVELOPMENT, LLC
8780 SOUTH DANISH ROAD
COTTONWOOD HEIGHTS, SALT LAKE COUNTY, UTAH
LOCATED AT THE NORTHEAST QUARTER OF SECTION 2, T3S, R1E, SLBM

**MCNEIL ENGINEERING
AND LAND SURVEYING**
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
6895 SOUTH 900 EAST MURRAY, UTAH 84047
TEL: (801) 255-7700 FAX: (801) 255-6071
EMAIL: info@mcneiling.com WEBSITE AT www.mcneiling.com



AMENDED ALTA HILLS
SUBDIVISION

1500 1500 1500

SCALE 1" = 30'

NORTH

MCNEIL ENGINEERING & LAND SURVEYING, LC

MCNEIL ENGINEERING STRUCTURAL, L.C.

CONSULTING ENGINEERING, L.C.

GENEL ENGINEERING & LAND SURVEYING, L.C.

C-2.06
SET 8 of 14

SIUKIM DRAIN
PLAN

FALCON COVE P.U.D.
LAPIS DEVELOPMENT, LLC

8790 SOUTH DANISH ROAD
COTTONWOOD HEIGHTS, SALT LAKE COUNTY, UTAH
LOCATED AT THE NORTHEAST QUARTER OF SECTION 2, T3S, R1E, SLB&M

**McNEIL ENGINEERING
AND LAND SURVEYING**
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
ONE EQUATION EAST, PINEVILLE, KANSAS 67128

PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING
6855 SOUTH 900 EAST MIDVALE, UTAH 84047
TEL: (801) 255-7700 FAX: (801) 255-8071
E-MAIL: info@mcclung.com WEB SITE AT www.mcclung.com

TEL (801) 255-7700 FAX (801) 255-8071
E-MAIL: info@sootline.com WEB SITE AT www.sootline.com

MCNEIL ENGINEERING & LAND SURVEYING, L.C.

MCNEIL ENGINEERING STRUCTURAL, L.C.

WEIL CONSULTING ENGINEERING, L.C.

MCNELL ENGINEERING & LAND SURVEYING, L.C.

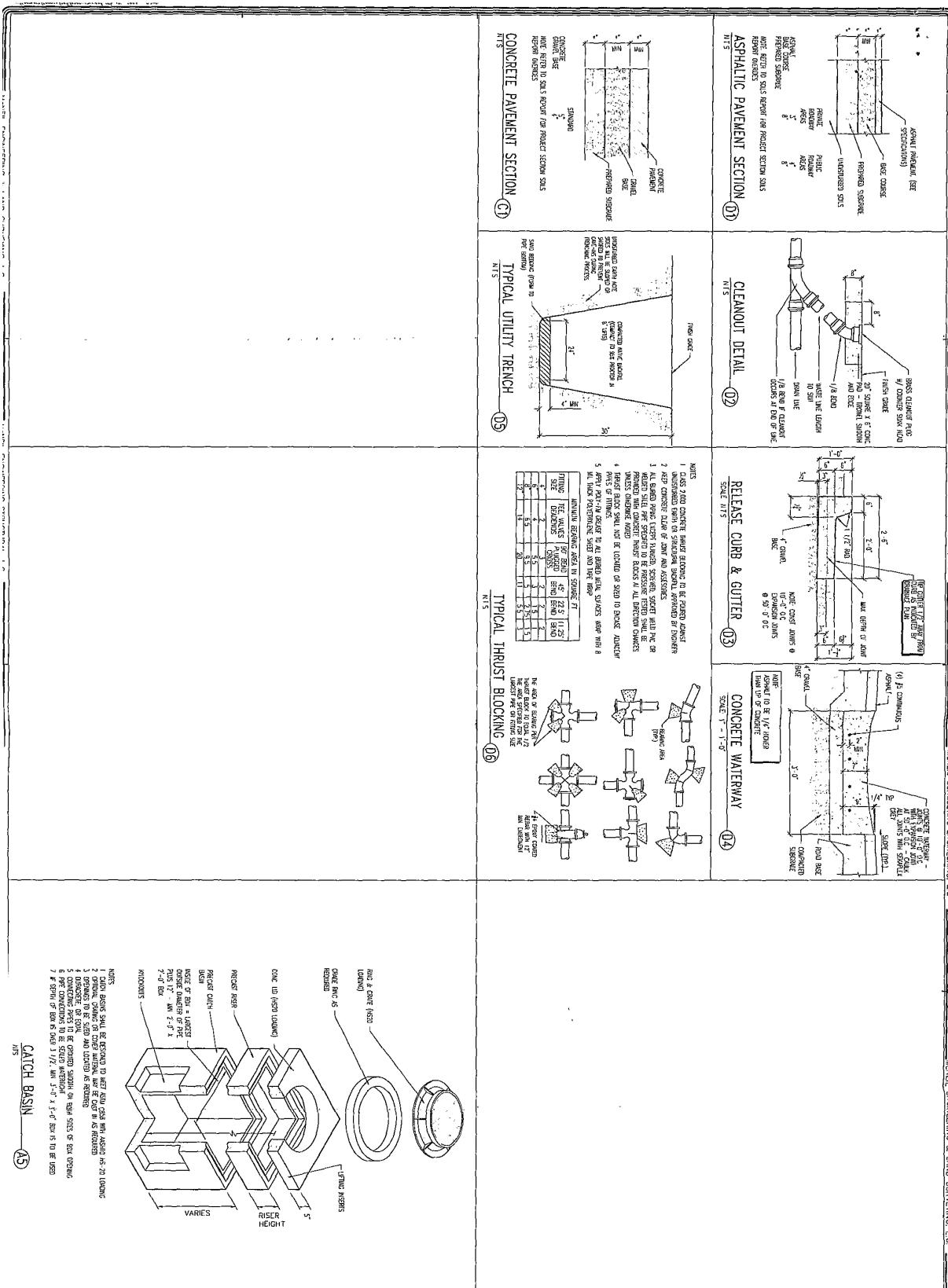


EXHIBIT "E"

PROTECTION CRITERIA

- A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways, fences with gated openings (no footings, foundation, and masonry block walls). However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**
- B. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as buildings, patios, porches, garages, carports, and swimming pools as designated by the United States.
- C. No trees or vines will be allowed within the rights-of-way of the United States.
- D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.
- E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.
- F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of water users or the United States.
- G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.
- H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.
- I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States and/or the District upon completion of construction and shall

provide the District with one copy and the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

L. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

M. That the backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

O. Owners of encroaching facilities shall notify the United States and/or the District at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States and/or the District.

P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.