

23

11-897-0116

3447216
BK 7918 PG 407

Contract No. 21-LM-41-0720

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT
DAVIS AQUEDUCT

E 3447216 B 7918 P 407-429
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/04/2022 10:56 AM
FEE \$40.00 Pgs: 23
DEP RT REC'D FOR WEBER BASIN WATER
CONS DIST

RETURNED
JAN 04 2022

EASEMENT ENCROACHMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
TALBOT ESTATES, KAYSVILLE, LLC

THIS EASEMENT ENCROACHMENT AGREEMENT made this 8 day of June, 2021, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States, and TALBOT ESTATES, KAYSVILLE, LLC hereinafter referred to as the Permittee,

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of that certain easements acquired for the Davis Aqueduct (Aqueduct) being duly recorded in the official records of Davis County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the Permittee plans to utilize property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachments upon the Easement of the United States by the Permittee to the extent and for the purposes set forth below:

Because of the sensitive nature of the Davis Aqueduct and its varied classes/types of pipe, the following definitions are included in this Easement Encroachment Agreement contract:

- Class-A Pipe: Reinforced Concrete Pipe that is not designed to have more than 5-feet of cover and is not designed to carry traffic/vehicle loads.
- Class-B Pipe: Reinforced Concrete Pipe the in not designed to have more than 10-feet of cover.
- Load Restricted Area: The area within 12-feet of the centerline of Class-A pipe, also included areas with Class -B pipe that are within 12-feet of Class-A pipe.
- It is agreed that all contracts associated with Talbot Estates, that vehicle traffic, including driving on lawns, is not permitted in sections of Class-A pipe nor in the

Load Restricted Area. Driveways and access into parcels over the Davis Aqueduct and its easement are only permitted to cross Class-B sections and not with the Load Restriction Area.

- All terms and conditions agreed to in this contract shall transfer by operation of law to the new owner of record upon the sale of Lot 116 of the Talbot Estates Subdivision.

Parcel I.D. 11-897-0116

The Permittee will install, operate and maintain One (1) 1-inch Culinary Water Service Line, One (1) 4-inch Sewer line, One (1) Power Conduit, and One (1) Driveway. Clearance for buried utilities will in no case be less than 18-inches from the Davis Aqueduct (Aqueduct). The Aqueduct is protected by the Davis Aqueduct Easement Tract 96 (Sherner), the location of which is in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian.

- A. The encroachment will cross the Aqueduct between 317+80 and 319+37, Talbot Estates Lot 116, Kensington Heights Street in Kaysville, Utah. The power conduit(s) shall be limited to two conduits, and only one can have conductors at a time, one with conductors and one spare. These conduits may not be larger than a 2-inch diameter. Furthermore, the driveway in no case shall exceed 4-inches thick and may not contain any reinforcing bar. This driveway may only be constructed over Class B pipe, and not within the Load Restricted Area.
- B. The Permittee, and anyone working for them within the Davis Aqueduct Easement is required to complete the District provided "Aqueduct Safety Training" prior to any work within the easement. All who have received this training will be provided a hard hat sticker to prove they have been properly trained to safely work around the Davis Aqueduct.

1. This agreement shall not increase the District's cost to operate and maintain the encroached BOR facilities. It shall be understood that if the District, within reason, needs to remove any of the improvements herein licensed in order to effectively operate or maintain (including repairing or replacing) any of the encroached BOR facilities, the District will only be responsible for replacement and repair of the subgrade materials. The applicant/developer/landowner will be responsible for replacing their licensed encroachments at no cost to the District.

2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are shown below and on EXHIBIT A, attached hereto and by this reference made a part hereof.

- a. The allowable period of construction to be at the sole discretion of the District. In no case shall the duration of construction be permitted to exceed 2 days.
- b. Permittee or their Contractor notify the District no less than 48-hours in advance of the above-mentioned work so that a District Inspector may be present to monitor activities.

- c. Any operation and maintenance work done by the Permittee, or its Assignees or anyone who assumes this agreement by virtue of a permit transfer, pertaining to this crossing inside the easement, be approved by the District in advance to coordinate necessary protection measures of the Davis Aqueduct.
- d. If the applicant's line is negatively impacted by Reclamation and the District during operation or maintenance of the Davis Aqueduct, it will be the applicant's responsibility to restore their utility at no expense to Reclamation or the District.
- e. For any buried utilities installed; the trenches shall be carefully over excavated within the alignment of the Aqueduct to ensure proper clearance of the encroachment. A District or Reclamation representative must be present to witness the clearance. Coordination of the witnessing must be done with the District 72-hours prior to crossing

3. The Permittee or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States, the District.

4. **SEVERABILITY:** Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

5. **ILLEGAL USE:** Any Permittee or Permittee authorized activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

6. **TERM OF AGREEMENT – REVOCATION/TERMINATION:** This Agreement may be revoked by the United States upon thirty (30) days written notice to the Permittee: 1. For nonuse of the project lands by Permittee for a period of two (2) continuous years; or, 2. The United States determines that the Permittee's use of the land is no longer compatible with project purpose; or, 3. After failure of the Permittee to observe any of the conditions of this Agreement and on the tenth day following service of written notification on the Permittee of the termination because of failure to observe such conditions; or, 4. At the sole discretion of the United States.

7. **HOLD HARMLESS:** The Permittee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of Permittee activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Permittee, the Permittee hereby agrees to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence. 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.

(b) In consideration of the United States agreeing to the Permittee encroaching upon the Easement of the United States, the Permittee agrees that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by the Permittee. The Permittee hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Permittee from the construction, operation, and maintenance of Project works upon said lands; provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Permittee or its Contractor will promptly pay to the United States or the District, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

9. PROTECTION OF UNITED STATES INTERESTS: The Permittee 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.

10. UNRESTRICTED ACCESS: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damages to a minimum.

11. OFFICIALS NOT TO BENEFIT: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

12. **SUCCESSORS IN INTEREST OBLIGATED:** The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

13. In accordance with 43 CFR 429.16 Subpart D, any applicant requesting a right-of-use over Reclamation land must remit a nonrefundable application fee of One Hundred Dollars (\$100). The receipt of this application fee is hereby acknowledged, which amount represents the initial review of your application.

14. This agreement makes no finding as to the right, title, or validity of the Permittee or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

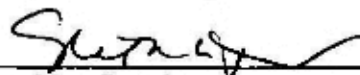
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

UNITED STATES OF AMERICA



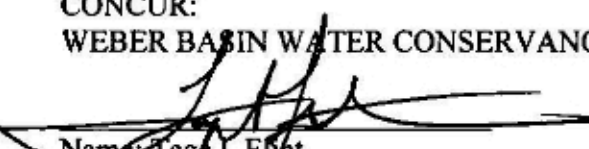
Name: Kent Kofford
Title: Area Manager

TALBOT ESTATES, KAYSVILLE, LLC



Name: Nate Pugsley
Title: General Manager

CONCUR:
WEBER BASIN WATER CONSERVANCY DISTRICT



Name: Tage I. Flint,
Title: General Manager

EXHIBIT A

SPECIAL PROVISIONS

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, garages, carports, trailers, 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 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 the District 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 upon completion of construction and shall provide 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. 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 at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States.

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

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT)
) ss.
County of UT)

On this 8 day of June, 2021, personally appeared before me Kent Kofford, known to me to be the Area Manager of the Provo Area Office, Bureau of Reclamation, Upper Colorado Region, 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.

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



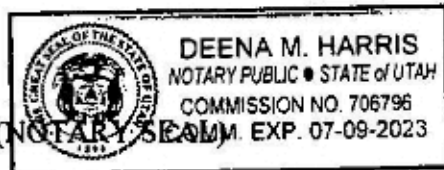
Donna Strait
Notary Public

ACKNOWLEDGMENT OF WEBER BASIN WATER CONSERVANCY DISTRICT

State of UT)
) ss.
County of Davis)

On this 25 day of May, 2021, personally appeared before me Tage I. Flint known to me to be the General Manager of WEBER BASIN WATER CONSERVANCY DISTRICT the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of WEBER BASIN WATER CONSERVANCY DISTRICT 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.



Deena M. Harris
Notary Public

ACKNOWLEDGMENT OF TALBOT ESTATES, KAYSVILLE, LLC

State of UT)
) ss.
County of Davis)

On this 11 day of MAY, 2021, personally appeared before me Nate Pugsley known to me to be the General Manager of TALBOT ESTATES, KAYSVILLE, LLC, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of TALBOT ESTATES, KAYSVILLE, 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.

(NOTARY SEAL)


Notary Public

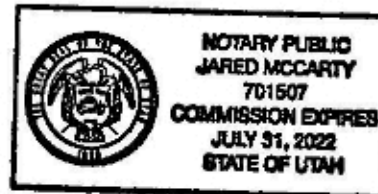


EXHIBIT B

Contract 21-LM-41-0720

Parcel ID: 11-897-0116

ALL OF LOT 116, TALBOT ESTATES PHASE 1A PRUD. CONT. 0.48400 ACRES.



**Weber Basin Water
Conservancy District**



Weber Basin Water
Author: ZB

Disclaimer: Information shown on this map is for planning and
discussion purposes only. Weber Basin Water assumes no
liability for any errors, omissions or inaccuracies in the information
provided or for any action taken, or action not taken by the user
in reliance upon any maps or information provided herein.

Date: 12/3/2019 Time: 3:03:04 PM

1 inch = 188 feet



TALBOT ESTATES P.R.U.D. PHASE 1

1084 NORTH HIGHWAY 89
KAYSVILLE, UTAH

FOR REVIEW
NOT FOR CONSTRUCTION

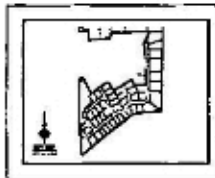
INDEX OF DRAWINGS

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PH1A 2-2	PHASE 1A P.R.U.D. PLAT	PP-3	TALBOT DRIVE PLAN AND PROFILE
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C-200	SITE PLAN	PP-7	GRANTHAM WAY PLAN AND PROFILE
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C-401	DAVIS AULEMETT CROSSINGS	C-401	DETAILS
C-500	EROSION CONTROL PLAN		
PP-1	KENSINGTON HEIGHTS PLAN AND PROFILE		

NOTED TO MEMBERSHIP:
This drawing was prepared by the Engineer and is based on the information furnished to him by the applicant. It is the responsibility of the applicant to provide accurate information. The Engineer is not responsible for any errors or omissions in the information furnished to him. The Engineer is not responsible for any errors or omissions in the information furnished to him. The Engineer is not responsible for any errors or omissions in the information furnished to him.

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GENERAL NOTES

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY CODES OF THE CITY OF KAYSVILLE, UTAH.
3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY CODES OF THE CITY OF KAYSVILLE, UTAH.

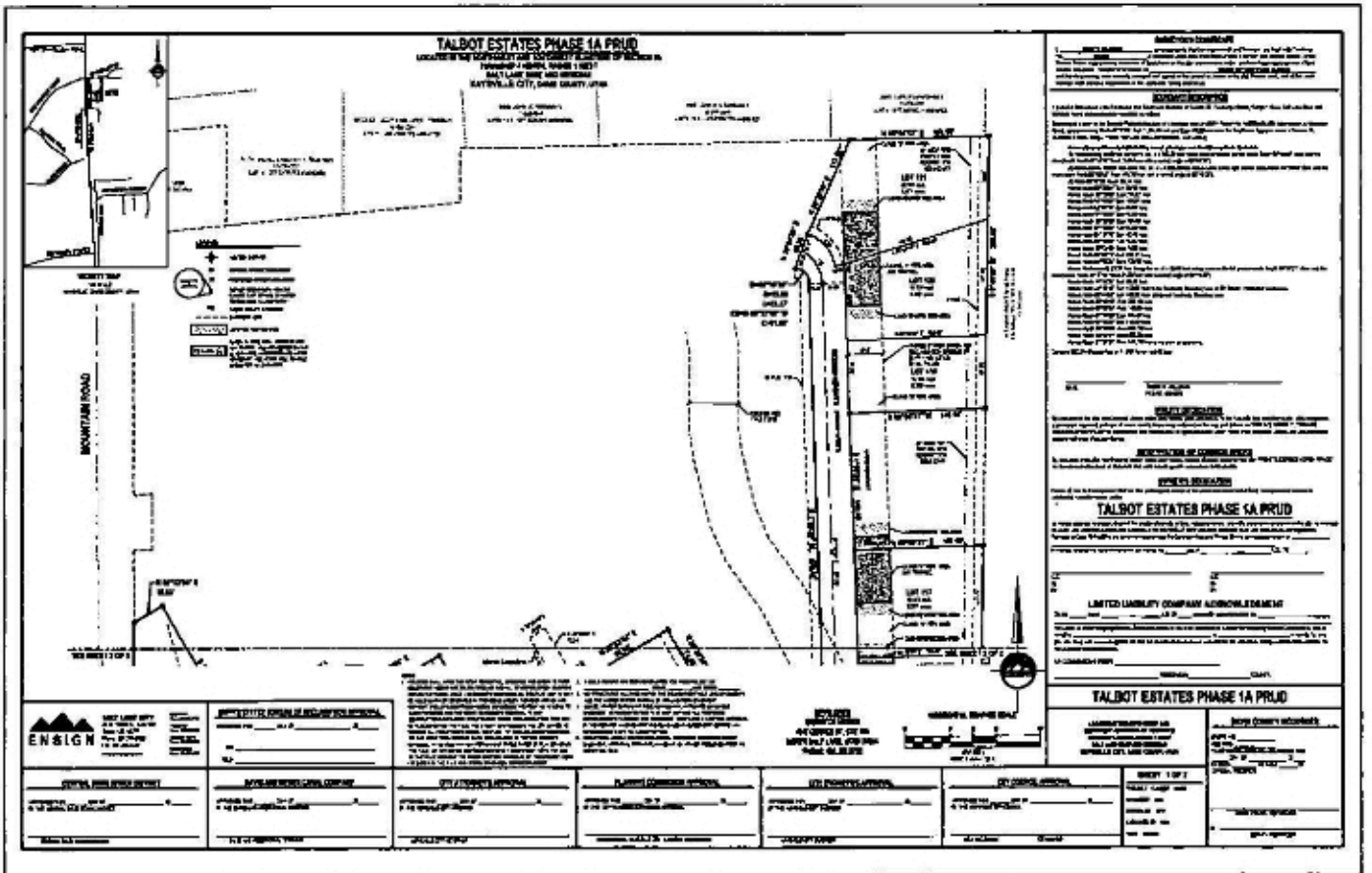
EN SIGN
1000 East 1000 North
Salt Lake City, UT 84143
Phone: 313-222-2222
Fax: 313-222-2222
www.ensign.com

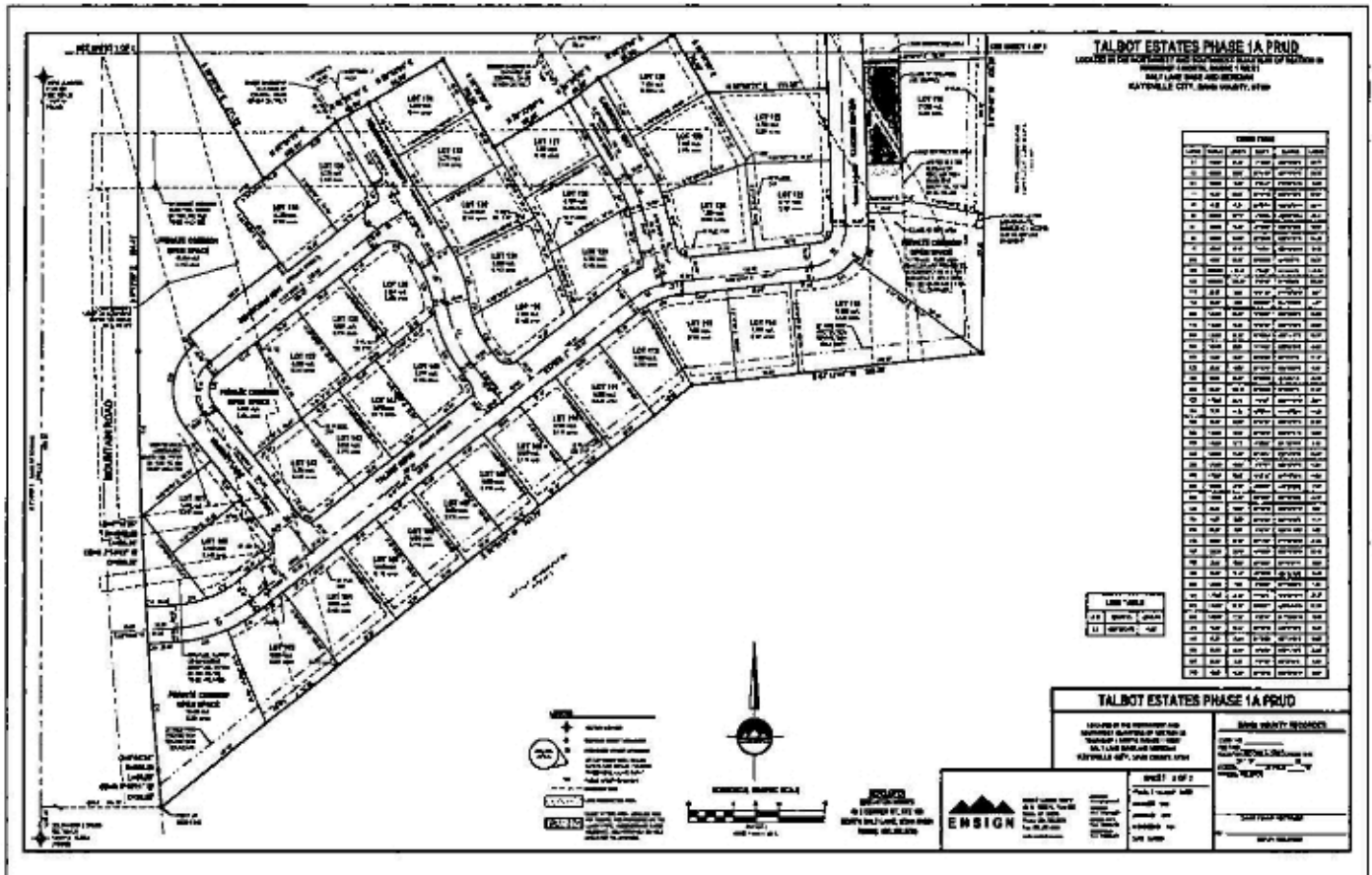
**TALBOT ESTATES P.R.U.D.
PHASE 1
1084 NORTH HIGHWAY 89
KAYSVILLE, UTAH**

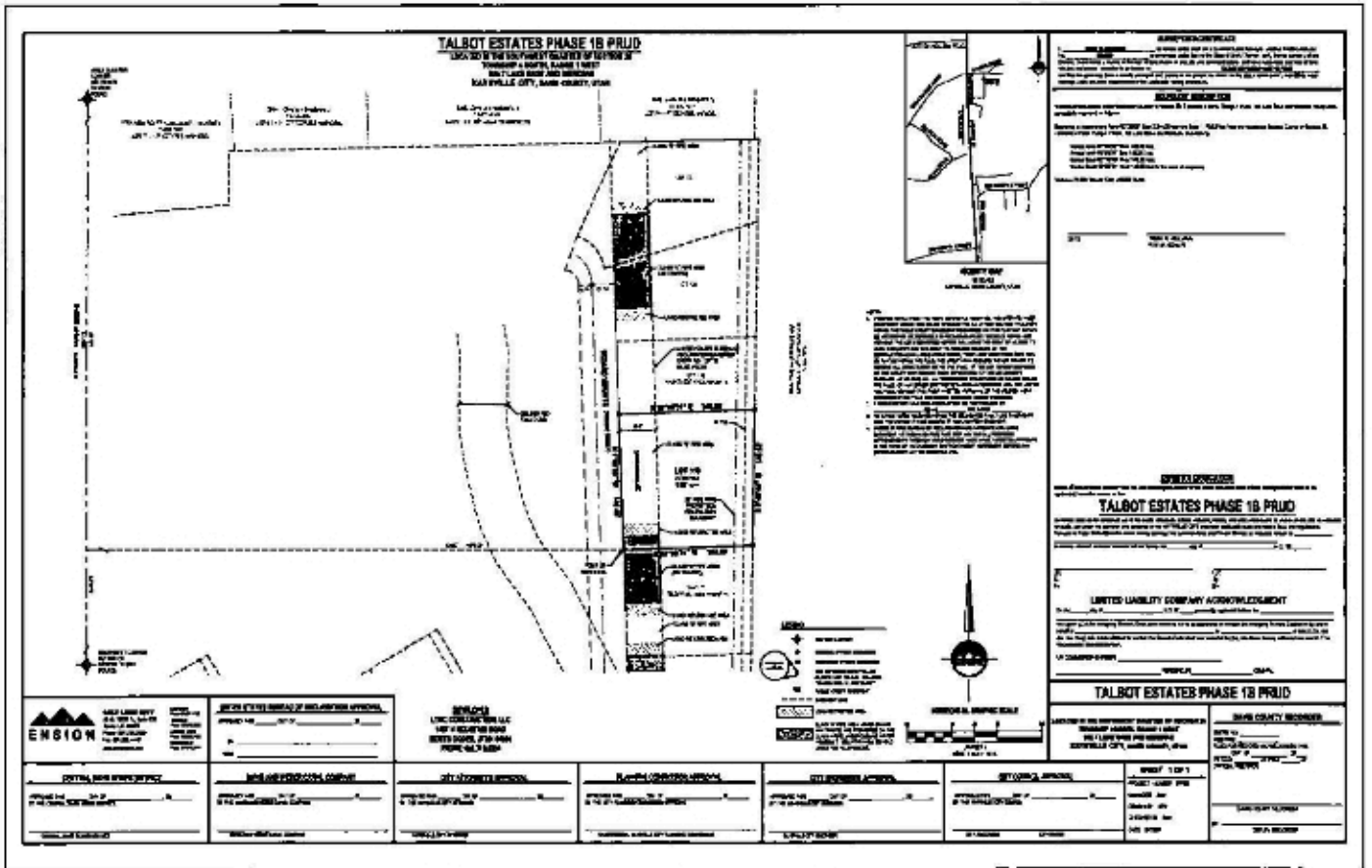
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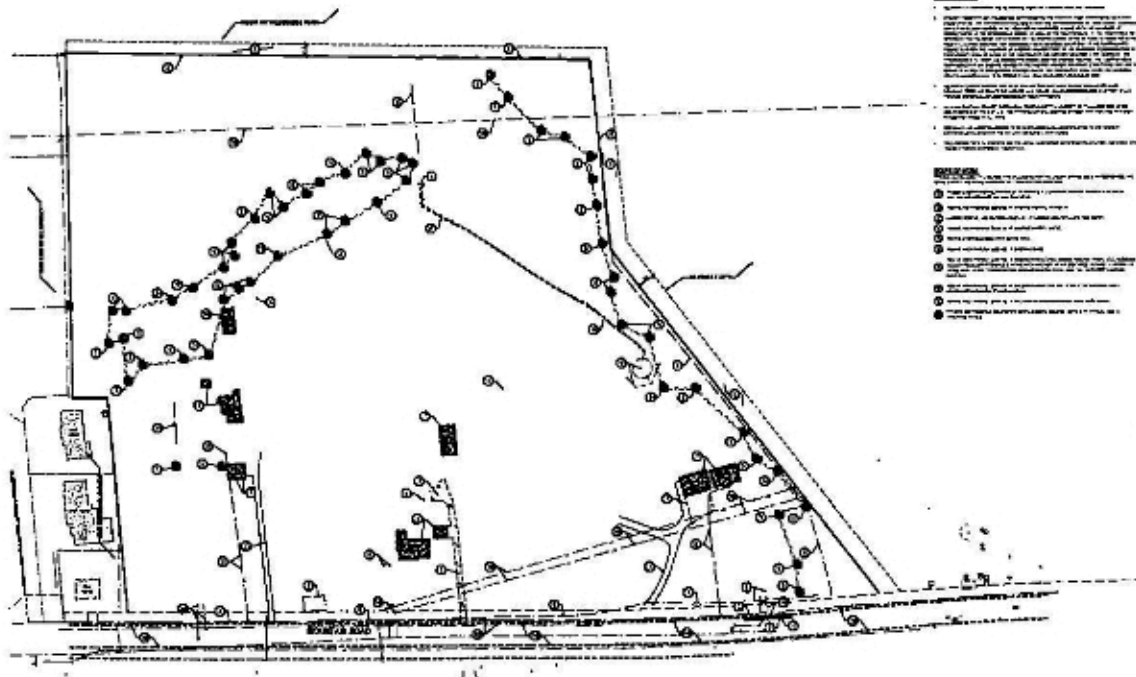
DATE:

BY:









NOTICE

This plan is submitted for recording as a preliminary plat for a subdivision of land. It is subject to the approval of the Utah State Office of Public Safety, Department of Transportation, and the Utah State Office of Public Safety, Department of Public Safety. The plan is subject to the approval of the Utah State Office of Public Safety, Department of Transportation, and the Utah State Office of Public Safety, Department of Public Safety. The plan is subject to the approval of the Utah State Office of Public Safety, Department of Transportation, and the Utah State Office of Public Safety, Department of Public Safety.

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ENSIGN
A DIVISION OF

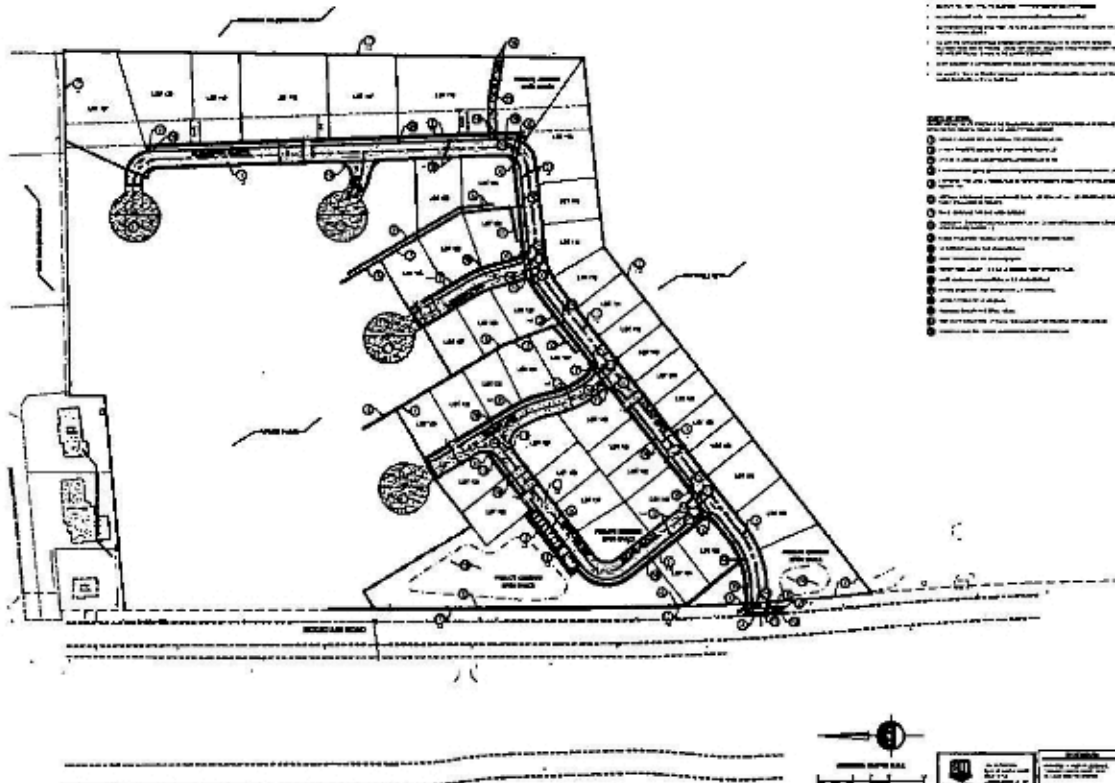
TALBOT ESTATES P.U.D.
PHASE 1
1544 NORTH HINSHAW DR
KAYVILLE, UTAH

APPROVED BY

RECORDED

C-100





- NOTES:**
1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 2. THE DISTANCE FROM THE CENTERLINE OF THE DRIVE TO THE CENTERLINE OF THE LOT SHALL BE AS SHOWN ON THIS PLAN.
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- LEGEND:**
1. EXISTING DRIVE
 2. NEW DRIVE
 3. EXISTING LOT
 4. NEW LOT
 5. EXISTING DRIVE
 6. NEW DRIVE
 7. EXISTING LOT
 8. NEW LOT
 9. EXISTING DRIVE
 10. NEW DRIVE
 11. EXISTING LOT
 12. NEW LOT
 13. EXISTING DRIVE
 14. NEW DRIVE
 15. EXISTING LOT
 16. NEW LOT
 17. EXISTING DRIVE
 18. NEW DRIVE
 19. EXISTING LOT
 20. NEW LOT
 21. EXISTING DRIVE
 22. NEW DRIVE
 23. EXISTING LOT
 24. NEW LOT

EN SIGN
of Planning & Surveying

100 N. 1000 WEST
SUITE 200
SALT LAKE CITY, UT 84119
PHONE: 313-888-8888
FAX: 313-888-8889

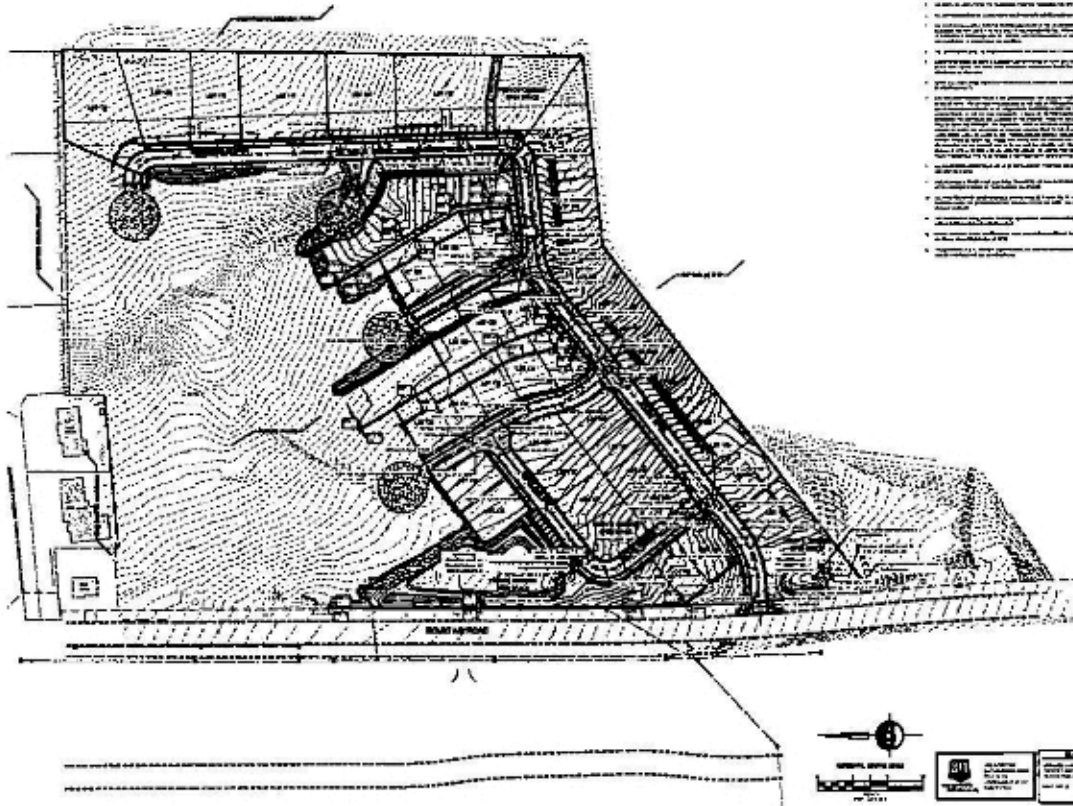
TALBOT ESTATES P.R.U.D.
PHASE 1
100 NORTH MOUNTAIN ROAD
KATEVILLE, UTAH

DATE: 10/1/2011
SCALE: 1" = 40'

BY: [Signature]
DATE: 10/1/2011

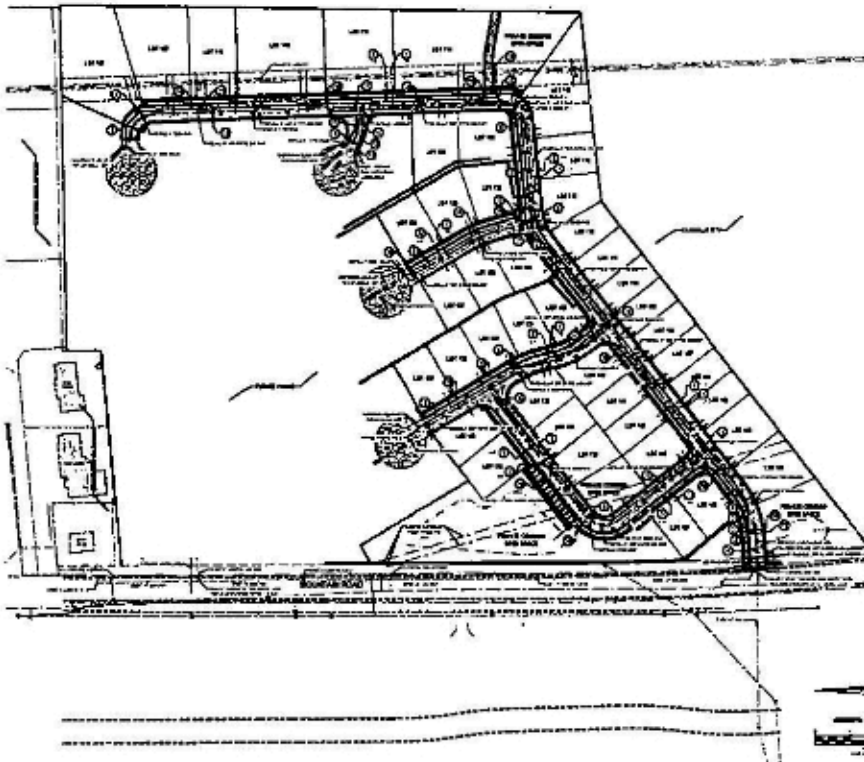
C-200





- 1. ALL LOTS ARE TO BE SUBDIVIDED INTO LOTS OF APPROXIMATELY 1/4 ACRES EACH.
- 2. THE DEVELOPMENT SHALL BE CONFINED TO THE AREA BOUNDARIED BY THE DASHED LINE.
- 3. THE DEVELOPMENT SHALL BE CONFINED TO THE AREA BOUNDARIED BY THE DASHED LINE.
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- 10. THE DEVELOPMENT SHALL BE CONFINED TO THE AREA BOUNDARIED BY THE DASHED LINE.

EN SIGN Engineering & Surveying	
1000 North Highway 20 Nashville, TN 37203 Phone: (615) 251-1234 Fax: (615) 251-1235 E-Mail: info@ensign.com	
Project: TALBOT ESTATES P.R.U. PHASE 1 1000 NORTH HIGHWAY 20 NASHVILLE, TN 37203	
Scale: 1" = 40'	
Date: 10/15/2011	
Drawn by: J. Smith	
Checked by: M. Jones	
Approved by: P. Brown	
C-300	



- NOTES:**
1. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
 2. THE LOCATION OF UTILITIES IS APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 6. THE CONTRACTOR SHALL MAINTAIN RECORD PLANS OF ALL UTILITIES AND STRUCTURES INSTALLED.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXCESS MATERIAL AND DEBRIS.
 8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
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 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 16. THE CONTRACTOR SHALL MAINTAIN RECORD PLANS OF ALL UTILITIES AND STRUCTURES INSTALLED.
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ENSIGN
SURVEYING & ENGINEERING

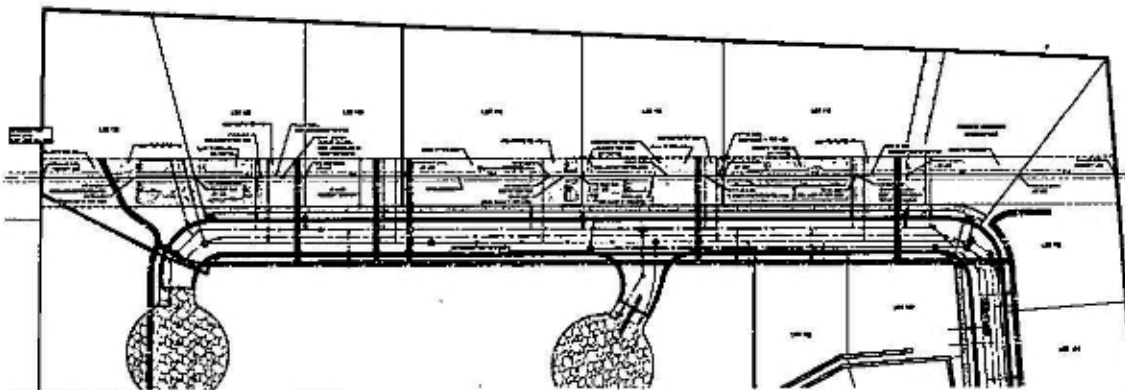
1500 NORTH HWY 89
SALT LAKE CITY, UT 84143
PHONE: 313-222-2222
FAX: 313-222-2222
WWW.ENSIGNUTAH.COM

TALBOT ESTATES P.U.D. PHASE 1
1500 NORTH HWY 89
SALT LAKE CITY, UT 84143

2004-1-15
1/15/04

C-400

ENSIOR	
507 LAKE AVENUE SUITE 100 LITTLETON, CO 80120 (303) 761-1000	
PROJECT TALBOT ESTATES P.R.U.D. PHASE 1 NEW HIGHTS RECREATION CENTER/OLIVE STREET	
DRAWING NO. C-401 DATE: 01/14/03 SCALE: AS SHOWN SHEET NO. 1 OF 1	



- NOTES:**
1. ALL UTILITIES SHALL BE LOCATED AND DEPTH VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 5. ALL UTILITIES SHALL BE RELOCATED TO THEIR ORIGINAL DEPTH AND LOCATION UNLESS OTHERWISE SPECIFIED.
 6. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING UTILITIES.
 7. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
 8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL UTILITIES INSTALLED AND DEPTHS.
 9. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
 10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL UTILITIES INSTALLED AND DEPTHS.
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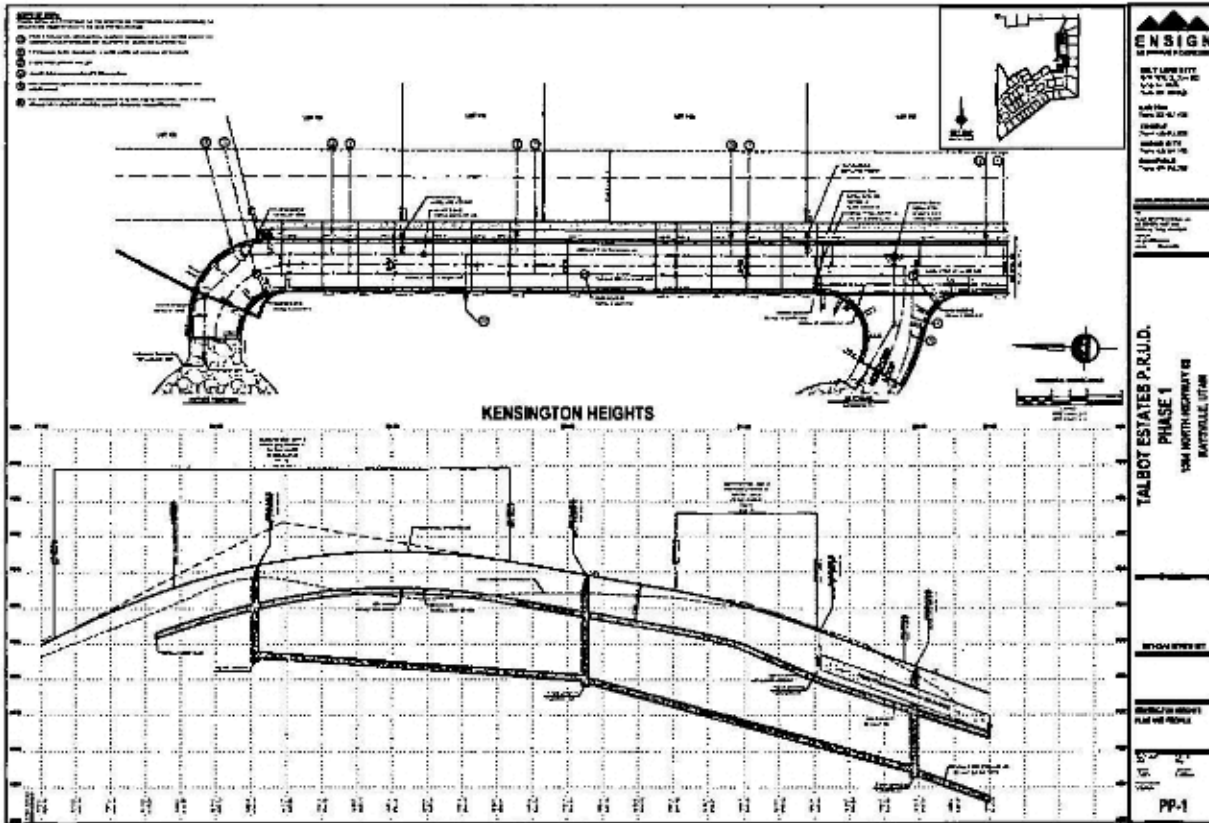
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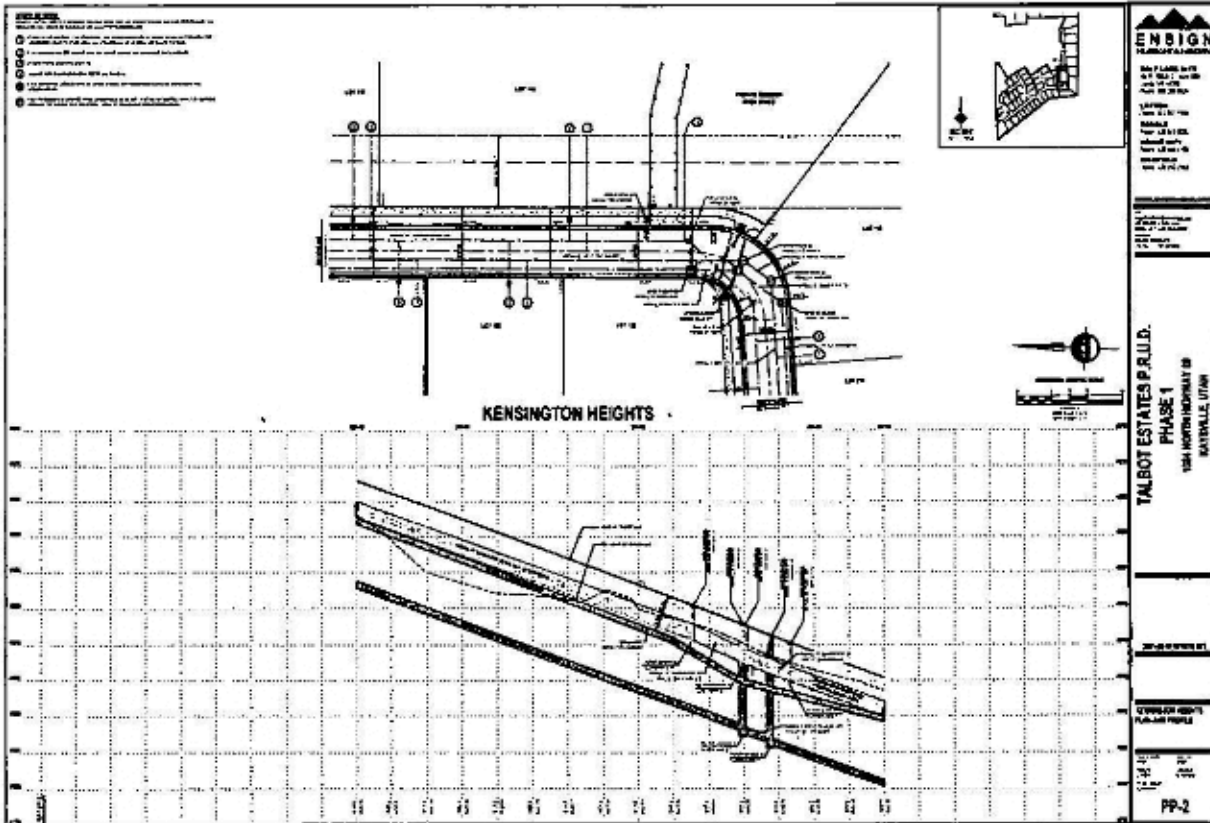


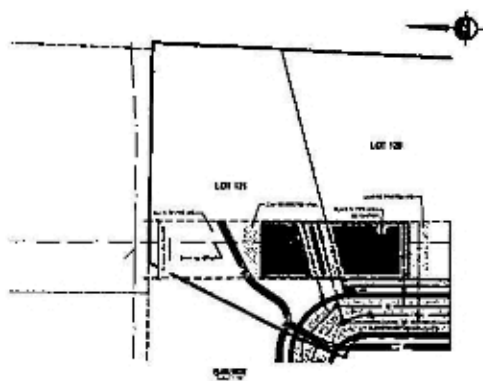
1 TYPICAL ROAD CROSS SECTION



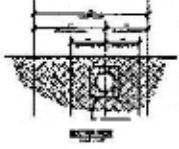
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- NOTICE TO CONTRACTOR**
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 2. The contractor shall maintain access to all existing utilities and easements throughout the project.
 3. The contractor shall be responsible for the safety of all workers and the public during the construction process.
 4. The contractor shall maintain the site in a safe and sanitary condition at all times.
 5. The contractor shall be responsible for the removal and disposal of all debris and waste materials.
 6. The contractor shall be responsible for the protection of all existing trees and vegetation.
 7. The contractor shall be responsible for the installation and maintenance of all erosion control measures.
 8. The contractor shall be responsible for the installation and maintenance of all drainage systems.
 9. The contractor shall be responsible for the installation and maintenance of all irrigation systems.
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 11. The contractor shall be responsible for the installation and maintenance of all security systems.
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DESIGN
TALBOY STATES P.L.L.C. PHASE I
LOT 121
PHASE I
CONTRACT NO. 121-01

EX-105