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ENT 5069:2017 PG 1 of 14  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 Jan 19 10:21 am FEE 0.00 BY MG  
RECORDED FOR JORDAN VALLEY WATER

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

[PARCEL ID # 58-021-0191]

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made as of January 10, 2017, between the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("District"), and Questar Gas Company, a Utah corporation ("Company").

RECITALS:

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

TERMS:

The parties agree:

1. (a) The District hereby agrees to encroachment upon the Easement/Right-of-Way by the Company, but only to this extent and for this purpose: The Company may install, by way of directional bore, one (1) 8" plastic IHP gas line within one (1) 12" plastic SDR casing (collectively referred to as the "Encroachment Improvements"), as shown on attached Exhibit B.

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

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

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

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

4. If the installation, construction, operation, maintenance, repair, replacement or inspection of any structures, equipment, facilities or pipeline(s) of the District located, or to be located, in the Easement/Right-of-Way should be made more expensive by reason of the Encroachment Improvements or the activities of the Company, the Company shall pay to the District the full amount of such additional expense upon receipt of an itemized statement. During any construction, maintenance, repair, replacement, or inspection by the District of its facilities the Company agrees to cooperate reasonably with the District (which may include but not be limited to relocating the Encroachment Improvements), to avoid conflict between the Encroachment Improvements and the District's facilities.

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

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

(a) Indemnify, defend and hold harmless the District, its agents, employees, officers, trustees, assigns and successors from and against all claims, demands, causes of action, liability or judgment of any kind, including attorney's fees and costs, which directly or indirectly arise from the negligence of the Company [or its agent(s)]

or contractor(s)], or from the existence, construction, installation, operation, maintenance, repair, replacement, condition, use or presence of the Encroachment Improvements within the Easement/Right-of-Way; provided, however, that nothing in this subparagraph obligates the Company to indemnify the District for the District's own negligence;

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

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

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

8. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties; provided, however, that no such successor

or assign of the Company shall have the right to use, alter, or modify the Encroachment Improvements in a manner which will increase the expense or burden to the District of the Company's encroachment on the Easement/Right-of-Way.

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

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

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

(b) The District may assign this Agreement.

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

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

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

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

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

16. Any party may record this Agreement.

"District":

Jordan Valley Water Conservancy District

Dated: January 10, 2017

By: Richard P. Bay  
Richard P. Bay  
Its General Manager/CEO

"Company":

Questar Gas Company

Dated: 12-20-16

By: James B. Hasty  
James B. Hasty  
Its General Manager of Engineering  
& Project Management

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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January 2017, by Richard P. Bay as General Manager/CEO of the Jordan Valley Water Conservancy District.

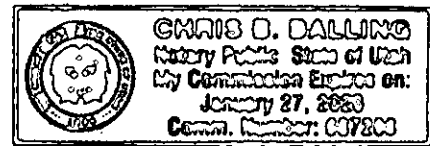
Jacqueline E. Maas  
Notary Public



STATE OF UTAH )  
 )  
 :SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of DECEMBER, 2016, by James B. Hasty as General Manager of Engineering & Project Management of Questar Gas Company.

Chris D. Dallino  
Notary Public



## EXHIBIT A

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

A part of an entire tract being located in the Northeast Quarter of the Southwest Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

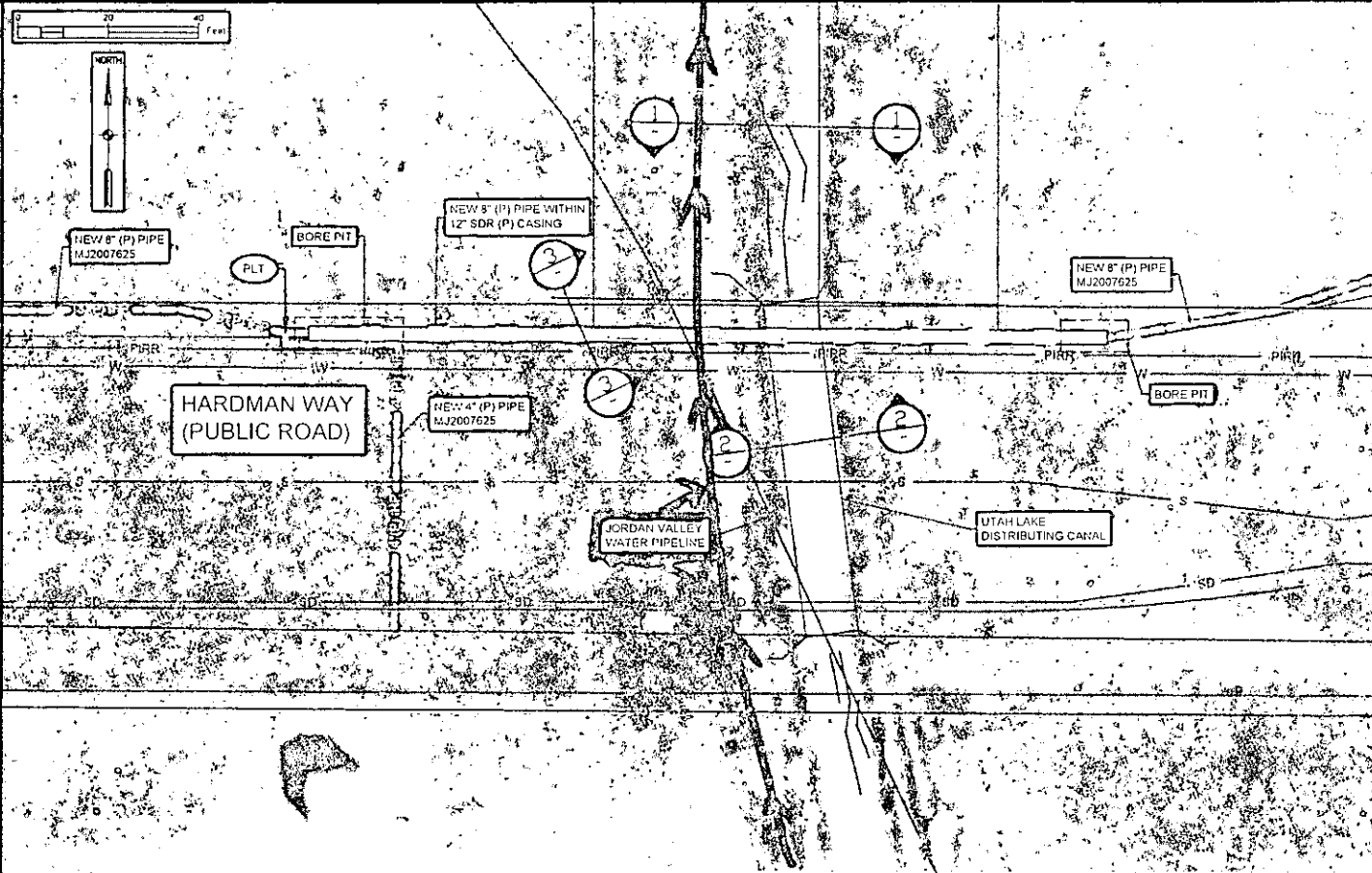
COMMENCING at the northwest corner of the Southwest Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North  $89^{\circ}32'18''$  East 1764.51 feet along the north line of said Southwest Quarter; thence South  $00^{\circ}16'32''$  East 228.44 feet to a point on the southerly right of way of 2100 North Street, Utah Department of Transportation Project MP-R399(41), and the north boundary of said tract, said point being the point of BEGINNING and running thence North  $84^{\circ}54'28''$  East 50.18 feet along said southerly right of way; thence South  $00^{\circ}16'32''$  East 112.53 feet to a point 10.00 feet perpendicularly distant westerly from the centerline of the Utah Lake Distributing Canal as described in a Notice of Right of Way recorded as Entry Number 30678:1984; thence parallel with said canal centerline the following four (4) courses: (1) South  $22^{\circ}45'02''$  West 377.88 feet to a point on a 410.00 feet radius curve to the left; (2) southerly 164.82 feet along the arc of said curve through a central angle of  $23^{\circ}02'00''$ , said arc having a chord bearing South  $11^{\circ}14'02''$  West 163.72 feet; (3) South  $00^{\circ}16'58''$  East 352.90 feet to a point on a 810.00 feet radius curve to the left; and (4) southerly 130.99 feet along the arc of said curve through a central angle of  $09^{\circ}15'56''$ , said arc having a chord bearing South  $04^{\circ}54'56''$  East 130.85 feet to a point on the north boundary of Lot 1, Country Mile Plat A subdivision, and the south boundary of said entire tract, said point being North  $00^{\circ}17'58''$  West 1328.81 feet along the east line of said Southwest Quarter and South  $89^{\circ}35'25''$  West 1011.27 feet along the north boundary of said Lot 1 from the south quarter corner of said Section 2; thence South  $89^{\circ}35'25''$  West 50.60 feet along said north boundary to a point on a non-tangent 860.00 feet radius curve to the right, said point being 60.00 feet perpendicularly distant westerly from said canal centerline; thence parallel with said canal centerline the following four (4) courses: (1) northerly 131.04 feet along the arc of said curve through a central angle of  $08^{\circ}43'49''$ , said arc having a chord bearing North  $04^{\circ}38'53''$  West 130.91 feet; (2) North  $00^{\circ}16'58''$  West 352.90 feet to a point on a 460.00 feet radius curve to the right; (3) northerly 184.92 feet along the arc of said curve through a central angle of  $23^{\circ}02'00''$ , said arc having a chord bearing North  $11^{\circ}14'02''$  East 183.68 feet; and (4) North  $22^{\circ}45'02''$  East 367.70 feet; thence North  $00^{\circ}16'32''$  West 98.13 feet to the southerly right of way of said 2100 North Street and the point of BEGINNING, containing 56841 square feet or 1.305 acres.



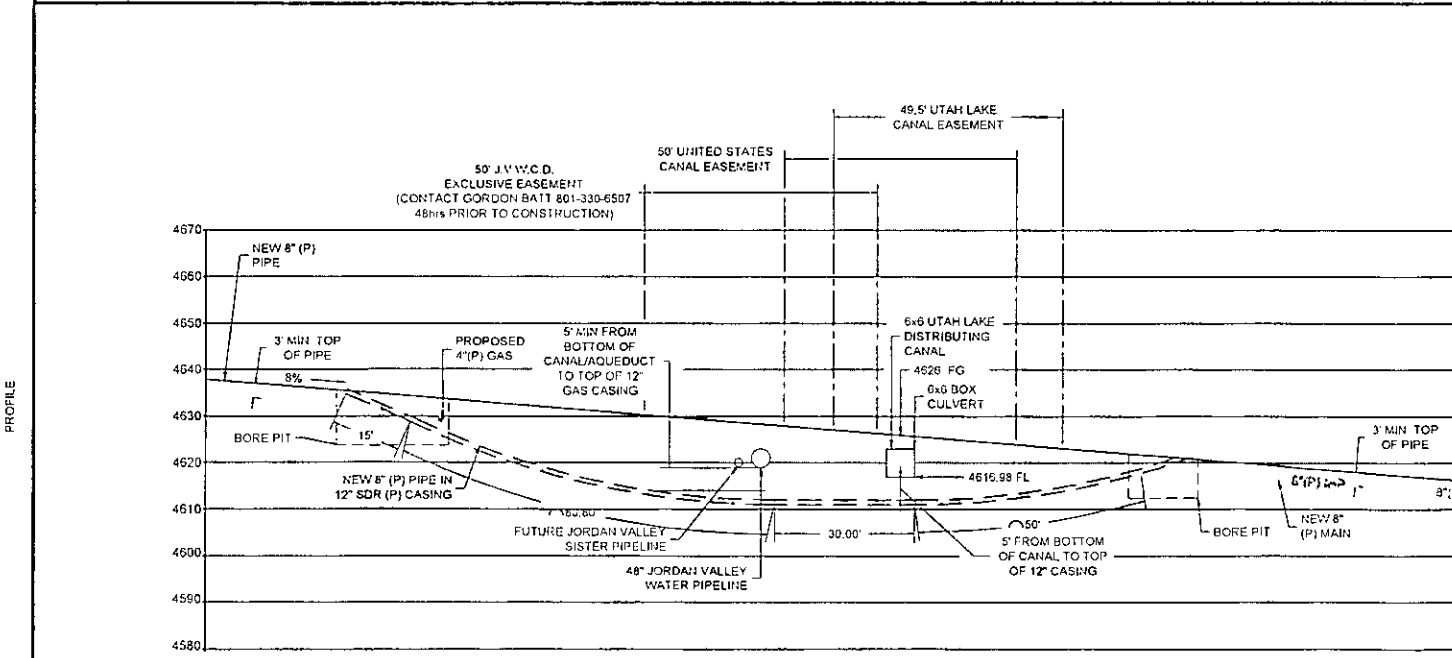
EXHIBIT B  
ENCROACHMENT IMPROVEMENTS

R.O.W./PERMIT	LEHI CITY	J.V.V.C.D.	UNITED STATES CANAL	UTAH LAKE DISTRIBUTING CANAL CO.	LEHI CITY
INSTALL METHOD	HDD				
BACKFILL MATERIAL	GRANULAR				
SURFACE RESTORATION	CONCRETE				
SPECIAL PROVISIONS					

8" MAIN



PLAN



PROFILE

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PROFILE 4  
SCALE NONE

REVISIONS				ENGINEERING RECORD			
NO	DESCRIPTION	DATE	BY	CHECK	PROJECT NUMBER	DATE CREATED	ENGINEERING MNGR
00	ISSUED FOR CONSTRUCTION	11-18-16	CH	DC	W04	10-03-16	—
					DRAWN BY: CARRIE NEIL	PROJECT ENGINEER: MARK HANSEN	CONSTR MNGR: —
					CHECKED BY: DAVE CHRISTENSEN	SURVEYOR: ENSIGN	APVD FOR CONSTR: 11-18-16

KEYED NOTES

OTHER NOTES

- (AN#) INSTALL 17LB ANODES (ANODE QUANTITY)
- (PLT) TIE INTO PLASTIC MAIN
- (RET) RETIRE SERVICE
- (STT) TIE INTO STEEL MAIN
- (T3/4) TIE INTO PLASTIC SERVICE 3/4" (P)
- (TL) TEST LEAD

JVWCD CANAL NOTES:

EXHIBIT C

1. GUIDELINES FOR ENCROACHMENT
2. SURFACE STRUCTURES THAT MAY BE CONSTRUCTED WITHIN THE DISTRICT'S EASEMENT/RIGHT-OF-WAY (PROPERTY), BUT ONLY UPON THE PRIOR WRITTEN CONSENT OF THE DISTRICT, INCLUDE ASPHALT ROADWAY, WITH NO UTILITIES WITHIN ROADWAY, NON-REINFORCED PARKING LOT, CURB, GUTTER, SIDEWALK, WALKWAY AND DRIVEWAY, AND NON-MASONRY FENCE WITH GATED OPENING, HOWEVER, WHERE THE DISTRICT'S FACILITIES OR PIPELINE(S) HAS SPECIFIC MAXIMUM AND MINIMUM COVER DESIGNATIONS, THE SPECIAL REQUIREMENTS FOR STRUCTURES CROSSING OVER THE PIPELINE(S) SHALL BE OBTAINED FROM THE DISTRICT FOR THE MAXIMUM ALLOWABLE EXTERNAL LOADING OR MINIMUM COVER. IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED BY THE DISTRICT ON AN INDIVIDUAL BASIS.
3. STRUCTURES THAT MAY NOT BE IN CONSTRUCTION IN, ON, OVER, ACROSS OR ALONG THE DISTRICT'S EASEMENT/RIGHT-OF-WAY (PROPERTY) INCLUDE BUT ARE NOT LIMITED TO PERMANENT STRUCTURES SUCH AS FOOTINGS, FOUNDATIONS, MASONRY BLOCK WALLS, BUILDINGS, GARAGES, DECKS, CARPORTS, TRAILERS, SWIMMING POOLS AND ATHLETIC COURTS, AS DESIGNATED AND CHARACTERIZED BY THE DISTRICT.
4. NO TREES ARE ALLOWED WITHIN THE EASEMENT/RIGHT-OF-WAY (PROPERTY).
5. ALL CHANGES IN GROUND SURFACES WITHIN THE CHANGES IN ground surfaces within the EASEMENT/RIGHT-OF-WAY (PROPERTY) ARE CONSIDERED ENCROACHING STRUCTURES, EARTH FILLS AND CUTS ON ADJACENT PROPERTY SHALL NOT ENCROACH ONTO THE EASEMENT/RIGHT-OF-WAY (PROPERTY) WITHOUT THE PRIOR WRITTEN CONSENT OF THE DISTRICT.
6. EXISTING GRAVITY DRAINAGE OF THE EASEMENT/RIGHT-OF-WAY (PROPERTY) SHALL BE MAINTAINED. NO NEW CONCENTRATION OF SURFACE OR SUBSURFACE DRAINAGE MAY BE DIRECTED ONTO, UNDER OR ACROSS THE EASEMENT/RIGHT-OF-WAY (PROPERTY) WITHOUT ADEQUATE PROVISION FOR REMOVAL OF DRAINAGE WATER OR ADEQUATE PROTECTION OF THE EASEMENT/RIGHT-OF-WAY (PROPERTY).
7. PRIOR TO ANY CONSTRUCTION WITHIN THE EASEMENT/RIGHT-OF-WAY (PROPERTY), AN EXCAVATION MUST BE MADE TO DETERMINE THE LOCATION OF EXISTING DISTRICT FACILITIES AND PIPELINE(S). THE EXCAVATION SHALL BE MADE BY OR IN THE PRESENCE OF THE DISTRICT, AT THE COMPANY'S EXPENSE.
8. ALL CONSTRUCTION ACTIVITIES WITHIN THE EASEMENT/RIGHT-OF-WAY (PROPERTY) 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.
9. THE GROUND SURFACES WITHIN THE EASEMENT/RIGHT-OF-WAY (PROPERTY) 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.
10. THE COMPANY SHALL NOTIFY THE DISTRICT UPON COMPLETION OF CONSTRUCTION AND SHALL, AT ITS EXPENSE, PROVIDE THE DISTRICT WITH ONE (1) COPY OF AS-BUILT DRAWINGS SHOWING ACTUAL ENCROACHMENT IMPROVEMENTS WITHIN THE EASEMENT/RIGHT-OF-WAY (PROPERTY).
11. FOLLOWING COMPLETION OF CONSTRUCTION OF THE ENCROACHMENT IMPROVEMENTS, AND EXCEPT IN CASE OF EMERGENCY REPAIRS, THE COMPANY SHALL GIVE THE DISTRICT AT LEAST TEN (10) DAYS WRITTEN NOTICE BEFORE ENTERING UPON THE EASEMENT/RIGHT-OF-WAY (PROPERTY) FOR THE PURPOSE OF ACCESSING, MAINTAINING, INSPECTING, REPAIRING, OR REMOVING THE ENCROACHMENT IMPROVEMENTS.
12. IF UNUSUAL CONDITIONS ARE PROPOSED FOR THE ENCROACHMENT IMPROVEMENTS OR UNUSUAL FIELD CONDITIONS WITHIN THE EASEMENT/RIGHT-OF-WAY (PROPERTY) 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.
13. ALL BACKFILL MATERIAL WITHIN THE EASEMENT/RIGHT-OF-WAY (PROPERTY) 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 HIGHS (6") OF ANY OF THE DISTRICT'S FACILITIES AND PIPELINE(S). MECHANICAL COMPACTION USING HEAVY EQUIPMENT, AS DESIGNATED AND CHARACTERIZED BY THE DISTRICT, WILL NOT BE ALLOWED OVER DISTRICT FACILITIES AND PIPELINE(S) OR WITHIN EIGHTEEN HIGHS (18") HORIZONTALLY.
14. BACKFILLING OF ANY EXCAVATION OR AROUND ANY FACILITIES AND PIPELINE(S) WITHIN THE EASEMENT/RIGHT-OF-WAY (PROPERTY) 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) NON-COHESIVE SOILS TO 70 PERCENT (70%) RELATIVE DENSITY SPECIFIED BY ASTM PART 19, D-2049, PAR. 7.1.2, WET METHOD.
15. TO ENABLE THE DISTRICT TO LOCATE NON-METALLIC ENCROACHMENT IMPROVEMENTS BELOW GROUND LEVEL, THE COMPANY SHALL INSTALL A LOCATOR WIRE AS REQUIRED BY DISTRICT SPECIFICATIONS.
16. THE COMPANY SHALL NOTIFY THE DISTRICT AT LEAST SEVENTY-TWO (72) HOURS IN ADVANCE OF COMMENCING INITIAL CONSTRUCTION OF THE ENCROACHMENT IMPROVEMENT IN ORDER TO PERMIT INSPECTION BY THE DISTRICT.
17. NO ENCROACHMENT SHALL INVOLVE THE USE OR STORAGE OF HAZARDOUS MATERIALS AS DESIGNATED AND CHARACTERIZED BY THE DISTRICT.

FOR EMERGENCY

CALL 911

THEN CALL QUESTAR GAS COMPANY  
1-800-767-1689

UTAH BLUE STAKES

CALL FOR LOCATION OF  
UNDERGROUND UTILITIES  
811 OR 1-800-662-4111

MAIN INSTALL AND  
RETIRE SUMMARY  
(WO# 01044411,  
01044610)

MJ2007625 - INSTALL

100 FT OF 8" STEEL PIPE

LEGEND

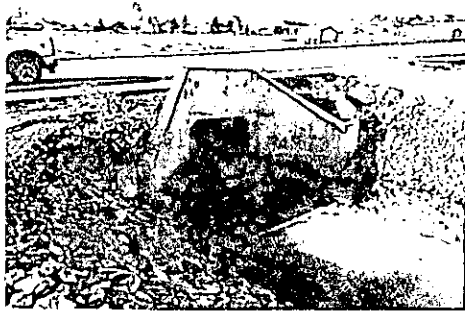
- 8"(P) IHP --- PROPOSED 8" (P) GAS LINE
- EXISTING GAS LINE
- == == == PROPOSED 8" (P) GAS LINE IN 12" CASING
- EXISTING SERVICE LINE
- EXISTING CONCRETE
- CTV --- EXISTING CABLE TV LINE
- FO --- EXISTING FIBER OPTIC LINE
- PIRR --- PRESSURIZED IRRIGATION LINE
- P --- EXISTING BURIED POWER LINE
- +++++ EXISTING RAILROAD TRACKS

ULDC CANAL NOTES:

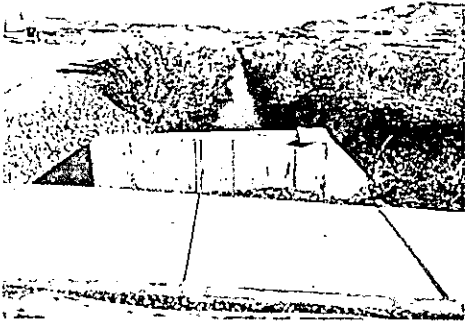
UTAH LAKE DISTRIBUTION COMPANY CANAL NOTES

1. NOTIFICATION MUST BE GIVEN AT LEAST 24 HRS PRIOR TO THE BEGINNING OF CONSTRUCTION WORK AND RE-NOTIFICATION OF RE-COMMENCEMENT OF WORK FOLLOWING ANY CESSATION OF WORK MORE THAN A (FOUR) DAYS MUST BE GIVEN CALL TODD ADAMS AND THE WATER MASTER. FAILURE TO DO SO MAY RESULT IN A \$5,000 FINE.
2. CONTRACT INFO FOR FCE AND ULDC  
\*TODD ADAMS, FCE 801-756-0309  
\*VINCE HOGGE, P.E., FCE, 801-756-0309  
\*JEFF McMULLIN, PRES. ULDC, 801-641-3233  
\*ERIC CHAMBERLAIN, WATER MASTER, SARATOGA CANAL, 801-360-4117.
3. ANY CHANGES IN DESIGN DRAWINGS AFTER THE ENCROACHMENT AGREEMENT HAS BEEN EXECUTED MUST BE REVIEWED AND ACCEPTED BY FRANSON CIVIL ENGINEERS AND UTAH LAKE DISTRIBUTION COMPANY.
4. WORK CANNOT INTERFERE WITH DELIVERY OF WATER. CONSTRUCTION WITHIN ULDC CORRIDORS THAT IMPACTS THE CANAL OR OPERATIONS & MAINTENANCE ROAD (OSM ROAD) MUST BE COMPLETED BETWEEN OCTOBER 15 AND APRIL 1.
5. ALL CONSTRUCTION WITHIN THE CANAL CORRIDOR MUST BE COMPLETED TO UTAH LAKE DISTRIBUTING COMPANY STANDARDS.
6. IF DISTURBED, CANAL O&M ROAD MUST BE RETURNED TO PRE-CONSTRUCTION STATE OR BETTER. FOLLOWING CONSTRUCTION O&M ROAD MUST BE AVAILABLE FOR USE BY ULDC PERSONNEL NO LATER THAN APRIL 1.
7. STORM WATER RUNOFF ENTERS THE CANAL DURING STORM EVENTS OR AT OTHER UNEXPECTED TIMES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT THE WORK SITE, ANY DAMAGE TO THE CANAL CORRIDOR CAUSED BY CONSTRUCTION ACTIVITIES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. FILL BORE PITS WITH A MIXTURE OF NATIVE MATERIAL AND 10% BENTONITE POWDER TO CREATE A SEAL THAT WILL PREVENT WATER FROM FOLLOWING THE NEW CONDUIT.
9. BORE PIT COMPACTION SHALL BE 96% MODIFIED PROCTOR DENSITY.

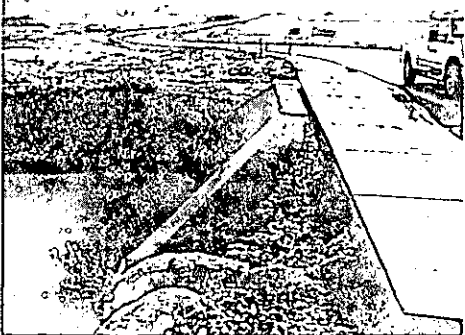
ISSUED FOR  
CONSTRUCTION



VIEW LOOKING SOUTH (1)  
SCALE NONE



VIEW LOOKING NORTH (2)  
SCALE NONE



VIEW LOOKING EAST (3)  
SCALE NONE



TITLE  
DESCRIPTION  
ADDRESS

8" IHP REPLACEMENT  
PLAN & PROFILE  
HARDMAN WAY  
UTAH LAKE CANAL

CITY  
LEHI

COUNTY  
UTAH

STATE  
UT

DRAWING NUMBER  
MJ#2007625

SHEET  
----  
REVISION  
00

## EXHIBIT C

## GUIDELINES FOR ENCROACHMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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