



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20565 for placement of a concrete paver approach and snowmelt in the City Right-of-Way at 154 Bird Drive.

Recommendation and Summary

Staff is recommending Council approve the attached Encroachment Agreement and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20565 with West Ketchum Residences, LLC."

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the street
- The improvements will not impact drainage and snow removal within the City ROW

Introduction and History

Destry Simpson on behalf of West Ketchum Residences, LLC submitted a Right-of-Way Encroachment Permit application to install a concrete paver approach and snowmelt within the City's Right-of-Way along Bird Drive at 154 Bird Drive.

Right-of-Way standards were developed to achieve goals of pedestrian mobility, drainage, parking and provide materials that can be reasonably maintained by the city. Because the sidewalk paver materials and snowmelt system cannot be reasonably maintained by the city, the property owner will be responsible for repair and maintenance.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment.

Analysis

The proposed encroachments were determined not to impact public access or city operations.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 20565

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20565

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”), whose address is Post Office Box 2315, Ketchum, Idaho and West Ketchum Residences, LLC, (collectively referred to as “Owner”), whose address is PO BOX 284, SUN VALLEY, IDAHO 83353.

RECITALS

WHEREAS, Owner is the owner of real property described as 154 Bird Drive (“Subject Property”), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of concrete pavers and snowmelt system within the right-of-way on Bird Drive. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to maintain the improvements identified in Exhibit “A” within the public right-of-way of Bird Drive in Ketchum, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit “A” shall be approved by the City of Ketchum prior to any modifications taking place.

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed under this Agreement, or arising from any negligence of Owner or Owner’s agents, contractors or employees and from and against all costs, attorney’s fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from

Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

5. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: _____
Robert Parker, Member
VP Companies, Inc.

By: _____
Neil Bradshaw
_____ Its: Mayor

STATE OF _____,)
) ss.
County of _____.)

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Robert Parker, known or identified to me to be a Member of West Ketchum Residences, LLC, a person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that said limited liability company executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

By: _____
Willard W. McDowell, Member
Mc&W, LLC

STATE OF _____,)
) ss.
County of _____.)

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared James R Laski, known or identified to me to be a Member of West Ketchum Residences, LLC, a person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that said limited liability company executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"



NO DATE	BY	REVISIONS
05/09/2023	SM	RESPONSE TO BUILDING PERMIT COMMENTS 06/03/20
05/09/2023	SM	RESPONSE TO BUILDING PERMIT COMMENTS 05/22/20
05/09/2023	SM	ISSUE FOR BUILDING PERMIT
05/09/2023	SM	LOAD HYDRANT FOR FIRE FIGHTING

PURPOSE: ISSUE FOR BUILDING PERMIT (04/03/20)

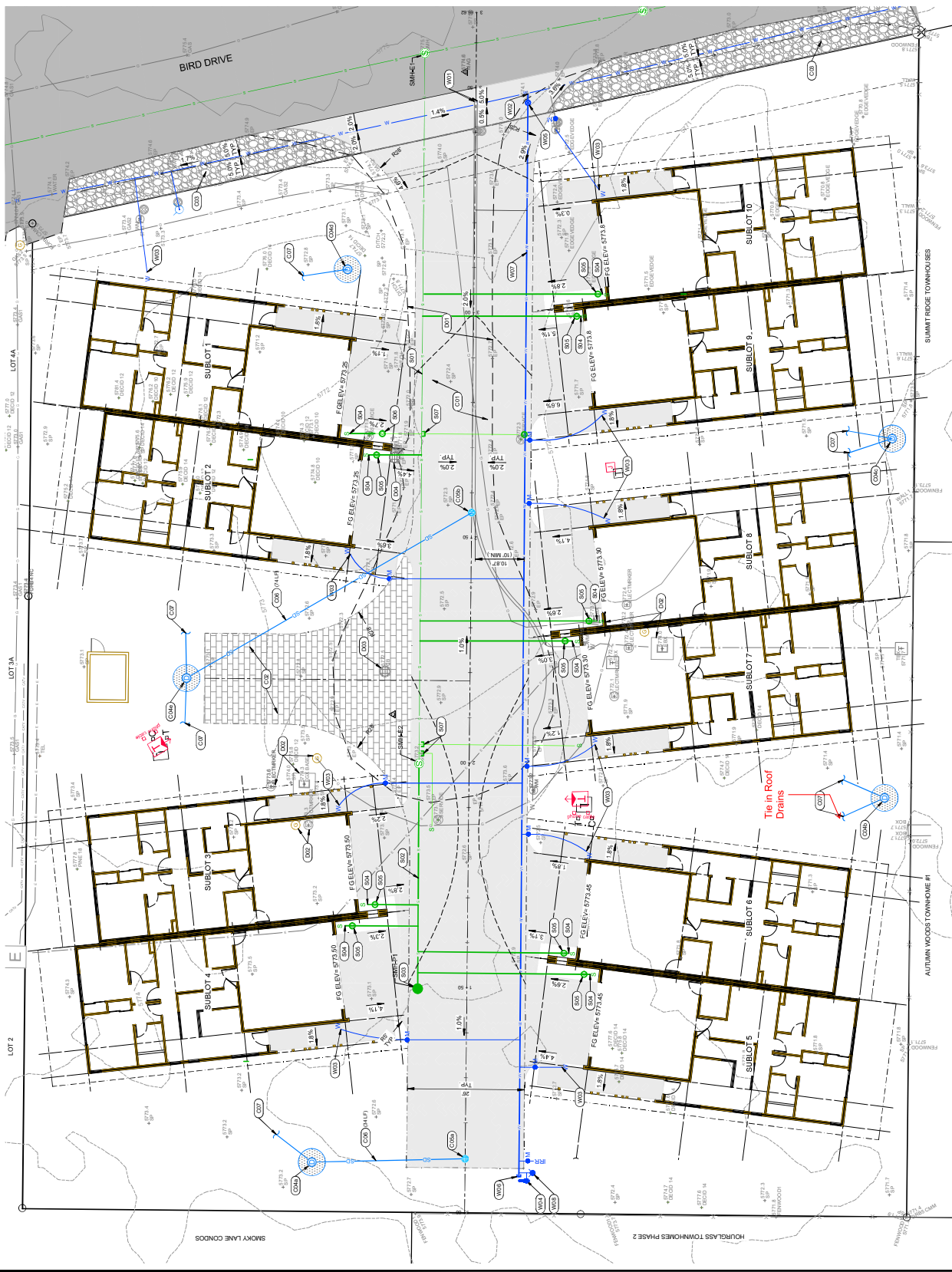
GALENA ENGINEERING, INC.
 317 N. Shaw Street
 Peoria, Illinois 61603
 (309) 798-1700
 email: galena@galena-engineering.com

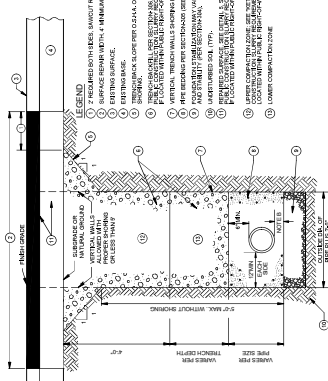


DRIVEWAY GRADING, DRAINAGE, AND UTILITY PLAN
 LOCATED WITHIN SECTION 13.74 N. R. 17 E. B.M. CITY OF PEORIA, ILL. COUNTY, ILLINOIS
 PROJECT INFORMATION
 CLIENT: HANSEN BROS. DEVELOPMENT, INC.
 PROJECT: PHASE 2 CONSTRUCTION
 SHEET: 1 OF 2

- GENERAL NOTES**
- SEE SHEET C0.1 FOR CONSTRUCTION NOTES AND LEGEND.
 - SEE SHEET C1.1 FOR DRIVEWAY GRADING.
- DEMOLITION**
- (D01) DEMOLISH AND REMOVE EXISTING ASPHALT DRIVEWAY.
 - (D02) REMOVE OR ABANDON EXISTING UTILITY IN DRIVEWAY.
 - (D03) PLACE COORDINATE WITH DRAIN POWER OR INTERMOUNTAIN GAS.
 - (D04) REMOVE EXISTING DRIVEL.
 - (D05) REMOVE EXISTING CATCH BASIN.
- SITE AND DRAINAGE IMPROVEMENTS**
- (S01) CONSTRUCT HEATED PAVEMENT DRIVEWAY PER DETAIL 1.
 - (S02) INSTALL 1" BELL PRODUCT WITH PAPER EDGE DETAIL PER LANDSCAPE ARCHITECT FOR MATCHLINE.
 - (S03) SHEET C0.2 SHOULDER PER DETAIL 2.
 - (S04) INSTALL DRYWELL PER DETAIL 1.
 - (S05) RIM ELEVATION PER DETAIL 1.
 - (S06) RIM ELEVATION PER DETAIL 1.
 - (S07) RIM ELEVATION PER DETAIL 1.
 - (S08) RIM ELEVATION PER DETAIL 1.
 - (S09) RIM ELEVATION PER DETAIL 1.
 - (S10) RIM ELEVATION PER DETAIL 1.
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 - (S15) RIM ELEVATION PER DETAIL 1.
 - (S16) RIM ELEVATION PER DETAIL 1.
 - (S17) RIM ELEVATION PER DETAIL 1.
 - (S18) RIM ELEVATION PER DETAIL 1.
 - (S19) RIM ELEVATION PER DETAIL 1.
 - (S20) RIM ELEVATION PER DETAIL 1.

- SEWER KEY NOTES**
- (S01) RETAIN AND PROTECT EXISTING SEWER MAIN.
 - (S02) INSTALL SEWER MAIN. SEE PROFILE SHEET C1.
 - (S03) INSTALL 4" SEWER SERVICE. SEE PROFILE SHEET C1.
 - (S04) INSTALL 4" SEWER SERVICE.
 - (S05) INSTALL CLEAN-OUT PER S.P.A.C. 50-509A.
 - (S06) INSTALL CLEAN-OUT AND EXTEND 4" SEWER SERVICE TO PROPOSED BUILDING.
 - (S07) LOCATE, CUT, CAP, AND ABANDON EXISTING SEWER SERVICE.
- WATER KEY NOTES**
- (W01) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W02) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W03) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W04) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W05) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W06) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W07) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W08) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W09) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W10) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W11) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W12) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W13) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W14) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W15) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W16) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W17) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W18) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W19) WATER SERVICE AT THE MAIN IN BOX DRIVE.
 - (W20) WATER SERVICE AT THE MAIN IN BOX DRIVE.

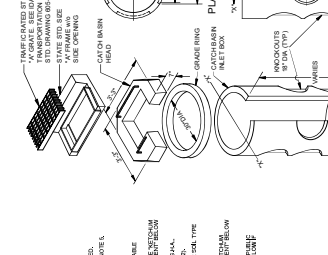




1 TYPICAL TRENCH
N.T.S.

NOTES:

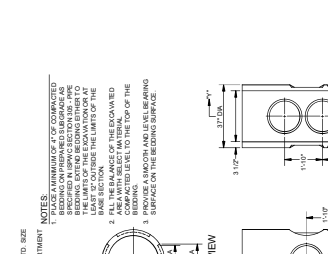
1. TRENCH SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" INTO CLEAN SAND AND GRAVEL.
2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
3. SHALL CONFORM TO THE DESIGN IN THIS DRAWING.
4. GRADE OR DRYWELL SHALL BE A MINIMUM OF 30" BELOW LOWEST ADJACENT FOOTING.
5. BOTTOM OF DRYWELL SHALL BE A MINIMUM OF 30" BELOW LOWEST ADJACENT FOOTING.
6. DRYWELL CALCULATIONS SHOWN FOR THE LARGEST CONTAINING AREA.



2 FROST FREE HYDRANT WITH DRAIN FIELD
N.T.S.

NOTES:

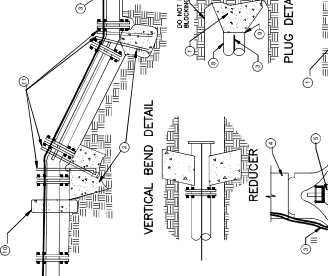
1. THE BED SHALL BE EXCAVATED A MINIMUM OF 2' INTO CLEAN SAND AND GRAVEL.
2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
3. SHALL CONFORM TO THE DESIGN IN THIS DRAWING.
4. GRADE OR DRYWELL SHALL BE A MINIMUM OF 30" BELOW LOWEST ADJACENT FOOTING.
5. BOTTOM OF DRYWELL SHALL BE A MINIMUM OF 30" BELOW LOWEST ADJACENT FOOTING.
6. DRYWELL CALCULATIONS SHOWN FOR THE LARGEST CONTAINING AREA.



3 CATCHBASIN
N.T.S.

NOTES:

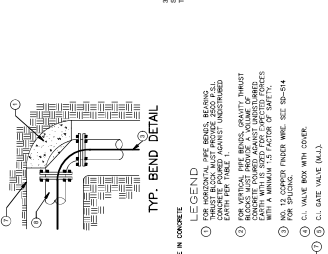
1. TRANSFERED STATE SIZE.
2. PLACE A MINIMUM OF 2" OF COMPACTED TRANSITION SAND OR PARTIAL SAND UNDER THE CATCHBASIN.
3. PLACE A MINIMUM OF 2" OF COMPACTED TRANSITION SAND OR PARTIAL SAND UNDER THE CATCHBASIN AT THE START OF THE EXCAVATION AT THE BASE SECTION.
4. PLACE A MINIMUM OF 2" OF COMPACTED TRANSITION SAND OR PARTIAL SAND UNDER THE CATCHBASIN AT THE END OF THE EXCAVATION AT THE BASE SECTION.
5. PLACE A MINIMUM OF 2" OF COMPACTED TRANSITION SAND OR PARTIAL SAND UNDER THE CATCHBASIN AT THE END OF THE EXCAVATION AT THE TOP OF THE EXCAVATION.
6. PLACE A MINIMUM OF 2" OF COMPACTED TRANSITION SAND OR PARTIAL SAND UNDER THE CATCHBASIN AT THE END OF THE EXCAVATION AT THE TOP OF THE EXCAVATION.



4 VERTICAL BEND DETAIL
N.T.S.

NOTES:

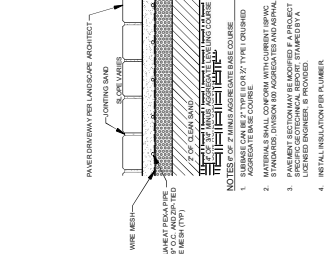
1. ALL VALUES CONNECTED TO P.A.C.
2. COVER 48" TO 60" AND 2" MIN. TO 4" RADIUS.
3. COVER 48" TO 60" AND 2" MIN. TO 4" RADIUS.
4. COVER 48" TO 60" AND 2" MIN. TO 4" RADIUS.
5. COVER 48" TO 60" AND 2" MIN. TO 4" RADIUS.
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8. COVER 48" TO 60" AND 2" MIN. TO 4" RADIUS.
9. COVER 48" TO 60" AND 2" MIN. TO 4" RADIUS.
10. COVER 48" TO 60" AND 2" MIN. TO 4" RADIUS.



5 THRUST BLOCK AND ANCHOR DETAILS
N.T.S.

NOTES:

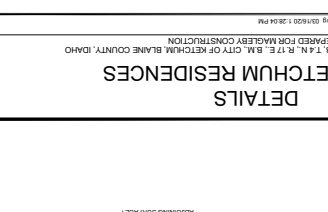
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10. COVER 48" TO 60" AND 2" MIN. TO 4" RADIUS.



6 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION
N.T.S.

NOTES:

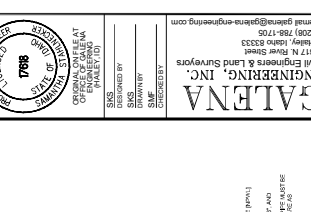
1. THE TRENCH APPLIES TO BOTH MAIN LINES AND SERVICE LINES.
2. POTABLE WATER BY SPACED COMPARTMENTED WATER (PCW) PIPE.
3. NON-POTABLE WATER SHALL BE SEPARATED BY AT LEAST 18" AND ONE SHALL BE AT LEAST 18" FROM THE OTHER.
4. ONE SHALL BE AT LEAST 18" FROM THE OTHER.
5. ONE SHALL BE AT LEAST 18" FROM THE OTHER.
6. ONE SHALL BE AT LEAST 18" FROM THE OTHER.
7. ONE SHALL BE AT LEAST 18" FROM THE OTHER.
8. ONE SHALL BE AT LEAST 18" FROM THE OTHER.
9. ONE SHALL BE AT LEAST 18" FROM THE OTHER.
10. ONE SHALL BE AT LEAST 18" FROM THE OTHER.



7 DRYWELL
N.T.S.

NOTES:

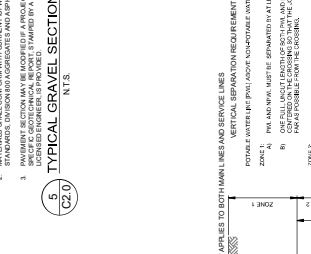
1. THE BED SHALL BE EXCAVATED A MINIMUM OF 30" INTO CLEAN SAND AND GRAVEL.
2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
3. SHALL CONFORM TO THE DESIGN IN THIS DRAWING.
4. GRADE OR DRYWELL SHALL BE A MINIMUM OF 30" BELOW LOWEST ADJACENT FOOTING.
5. BOTTOM OF DRYWELL SHALL BE A MINIMUM OF 30" BELOW LOWEST ADJACENT FOOTING.
6. DRYWELL CALCULATIONS SHOWN FOR THE LARGEST CONTAINING AREA.



8 PAVER DETAIL
N.T.S.

NOTES:

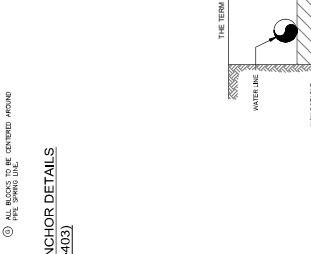
1. PAVES SHALL BE EXCAVATED A MINIMUM OF 30" INTO CLEAN SAND AND GRAVEL.
2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
3. SHALL CONFORM TO THE DESIGN IN THIS DRAWING.
4. GRADE OR DRYWELL SHALL BE A MINIMUM OF 30" BELOW LOWEST ADJACENT FOOTING.
5. BOTTOM OF DRYWELL SHALL BE A MINIMUM OF 30" BELOW LOWEST ADJACENT FOOTING.
6. DRYWELL CALCULATIONS SHOWN FOR THE LARGEST CONTAINING AREA.



9 TYPICAL GRAVEL SECTION
N.T.S.

NOTES:

1. ALL VALUES CONNECTED TO P.A.C.
2. COVER 48" TO 60" AND 2" MIN. TO 4" RADIUS.
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10 PLUG DETAIL
N.T.S.

NOTES:

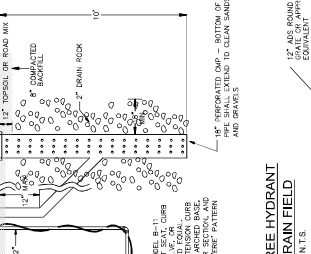
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10. COVER 48" TO 60" AND 2" MIN. TO 4" RADIUS.



11 TEE DETAIL
N.T.S.

NOTES:

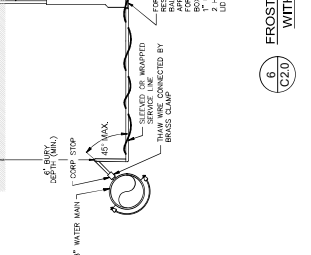
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12 VERTICAL BEND DETAIL
N.T.S.

NOTES:

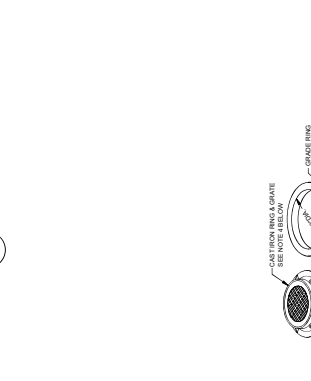
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13 THRUST BLOCK AND ANCHOR DETAILS
N.T.S.

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14 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION
N.T.S.

NOTES:

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