

## ENCROACHMENT AGREEMENT

Line/Project: 1400 & 1401

ROW/Tract #: 2675.000

Tax ID: S1405212401

STATE OF IDAHO           §  
                                     §  
COUNTY OF ADA         §

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of February, 2022, by and between NORTHWEST PIPELINE LLC, a Delaware Limited Liability Company, having its principal office at 2800 POST OAK BLVD., HOUSTON, TX 77056, (herein referred to as "Northwest"); and CITY OF MERIDIAN, with offices located at 33 E BROADWAY AVENUE, MERIDIAN, ID 83642 (herein referred to as "Encroaching Party," whether one or more).

### WITNESSETH:

WHEREAS, Northwest is the owner and holder of the rights granted by that certain Right-of-Way Contract dated August 12<sup>th</sup>, 1955, recorded among the Deed Records of Ada County, Idaho, in volume 29 of Miscellaneous, Page 546 (Instrument No:384359), and the side Letter Agreement dated January 30, 1979, (herein referred to as the "Easement");

WHEREAS, Encroaching Party is the owner of the following described land located in Ada County, Idaho, (herein referred to as the "Property"), which is subject to the Easement referenced above.

**The east ½ of the Northwest ¼ of Section 5, Township 2 North, Range 1 East B.M.**

WHEREAS, Encroaching Party insofar as it has the right to do so, desires to develop the Property and to place certain encroachments within the Easement in connection with such Meridian City Park development, and Northwest is willing to consent to the placement of such encroachments within the Easement, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **PURPOSE:** Subject to the terms and conditions of this Agreement, Northwest hereby consents to the placement and maintenance of those encroachments within the Easement as are specifically described and/or depicted on Exhibit "A" (the "Permitted Encroachment(s)"), attached hereto and made a part hereof. The Permitted Encroachment(s) within the Easement shall be placed only in the locations as described and/or depicted on Exhibit "A." This Agreement shall apply only to the Permitted Encroachments as described and/or depicted on Exhibit "A." Any changes in the nature or location of the Permitted Encroachment(s) shall require a written amendment to this Agreement signed by both of the parties hereto. Any additional encroachments within the Easement shall require a separate encroachment agreement.
2. **ENCROACHING PARTY'S REPRESENTATIONS AND WARRANTIES:** Encroaching Party represents and warrants that it is in compliance with and shall continue to comply with the "Additional Right-of-Way Encroachment Terms & Conditions" attached hereto as Exhibit "B."
3. **IMPROVEMENTS:** Except for the Permitted Encroachment(s), Encroaching Party shall not erect, create, construct or maintain any building, house, improvement, structure, engineering works, deep-rooted plants or obstruction of any kind within the Easement and shall not cause or permit the same to be done by others.

4. **PIPE RELOCATION:** If it becomes necessary, in Northwest's judgment, to lower or relocate Northwest's pipeline(s) as a result of any encroachment by Encroaching Party within the Easement, other than a Permitted Encroachment, such lowering or relocating of the pipeline(s) shall be undertaken by Northwest at the sole cost and expense of Encroaching Party, including (without limitation) the cost of acquiring any additional right-of-way. Any relocation of the pipeline(s), as well as the relocation route, shall be at the sole discretion of Northwest.

5. **INDEMNITY:** To the extent allowed by Law, and to the extent that any loss, cost or expense is caused by the wrongful or negligent conduct or work of the Encroaching Party, Encroaching Party agrees to release, defend, indemnify, and hold Northwest, its parent, subsidiaries, affiliates, successors and assigns, and their respective officers, directors, employees, agents and representatives, harmless from and against any and all claims, demands, damages, liabilities, costs, expenses, actions and causes of action, for loss of or damage to any property (including, but not limited to, environmental damages), or injury to or death of any persons in any way arising out of or resulting from the construction, maintenance, use, repair or removal of the Permitted Encroachment(s) on, over, and under the Easement or any breach of their Agreement by any of the foregoing, except for such claims, demands, damages, liabilities, costs, expenses, actions or causes of action which are caused by the negligence of Northwest.

6. **INSURANCE:** Prior to conducting any activity within the Easement, Encroaching Party will provide Northwest with evidence of insurance satisfying limits, terms and conditions described in Exhibit "C," attached hereto and made part of this Agreement.

7. **ACCESS; REPAIRS:** Encroaching Party expressly understands and agrees that Northwest, in the exercise of its rights under the Easement, and in its sole judgment, may have to cut through, remove, damage or destroy Encroaching Party's encroachment(s), including Permitted Encroachment(s), within the area of the Easement, in order to perform maintenance, repair or replace its pipeline(s) underlying such encroachment(s). Encroaching Party hereby consents to such removal, damage and destruction of such encroachment(s) and releases and holds Northwest, its parent, subsidiaries, affiliates, agents, contractors, subcontractors, successors and assigns, and their respective officers, directors, employees, agents, contractors and subcontractors, harmless from all damage or destruction of such encroachment(s) caused or occasioned by any maintenance, repair or replacement of Northwest's pipeline(s) which is reasonable or necessary, in Northwest's sole judgment, regardless of the reason for such maintenance, repair or replacement of the pipeline(s). In the event of any such cutting through, removal, damage or destruction of such encroachment(s), Northwest's sole responsibility shall be to fill with soil any trench or ditch created by Northwest and compact such soil.

8. **SIGNS; MARKERS:** Northwest shall have the right to adequately mark its pipeline(s) with permanent line markers and ground placards to promote public safety and the future safe operation of said pipeline(s), and to meet applicable governmental regulations.

9. **FORCE AND EFFECT OF EASEMENT:** Nothing in this Agreement shall be construed in such a manner as to limit in any way the rights granted to Northwest under the Easement and all of Northwest's rights under the Easement shall remain in full force and effect.

10. **BINDING EFFECT; ASSIGNABILITY:** The terms, conditions, and provisions hereof shall be a covenant running with the land and extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. Either party may record this Agreement in the records of real property in the county where the Property is located. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Encroaching Party may not assign or delegate any of its rights or duties hereunder without the prior written consent of Northwest.

11. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to conflicts of law principles that might apply the law of another jurisdiction.

12. NOTICE: Any notice, request, instruction, or other document to be given hereunder by either party to the other shall be in writing, and delivered personally, by telecopy, by messenger or by certified mail, postage prepaid, return receipt requested as follows:

If to Northwest, addressed to:                   NORTHWEST PIPELINE LLC  
2800 POST OAK BLVD., HOUSTON, TX 77056  
Attention: Land Department

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If to Encroaching Party, addressed to:   CITY OF MERIDIAN  
33 E BROADWAY AVENUE  
MERIDIAN, ID 83642

Either party may change its representative or the address to which notice shall be directed by appropriate written notice to the other party in the manner described above.

13. ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties hereto and supersedes all prior oral or written agreements concerning the subject matter hereof. This Agreement may be supplemented, altered, amended, modified or revoked only by a written instrument signed by both of the parties hereto.

14. EFFECT OF WAIVER: No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing.

15. INVALID PROVISIONS: In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the entire agreement between Encroaching Party and Northwest covering the subject matter hereof.

16. COUNTERPARTS: This Agreement may be executed by Encroaching Party and Northwest in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the \_\_\_\_\_ day of February, 2022 (the "Effective Date").

*[acknowledgments appear on the following pages]*

WITNESSES:

CITY OF MERIDIAN

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Robert E. Simison

Title: Mayor

STATE OF IDAHO

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COUNTY OF ADA

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On this \_\_\_\_ day of February, 2022, before me \_\_\_\_\_, the undersigned officer, personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed as Robert E. Simison, of CITY OF MERIDIAN, and acknowledged that he/she, as such Mayor, being authorized so to do, executed the foregoing instrument as the act of his/her principal for the purposes therein contained, by signing the name of the said CITY OF MERIDIAN by himself/herself as its Mayor.

\_\_\_\_\_  
NOTARY PUBLIC

Notary Public in and for \_\_\_\_\_  
County

My commission expires:

\_\_\_\_\_

WITNESSES:

NORTHWEST PIPELINE LLC

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Name: Andrea Arnold

Title: Land Representative, Attorney-in-Fact

STATE OF UTAH

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COUNTY OF SALT LAKE

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On this day of February, 2021, before me Andrea Arnold, the undersigned officer, personally appeared Michael L. Rieske, known to me (or satisfactorily proven) to be the person whose name is subscribed as Land Representative, of NORTHWEST PIPELINE LLC, and acknowledged that he, as such Land Representative, being authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said NORTHWEST PIPELINE LLC by himself as Land Representative-Attorney-in-Fact.

\_\_\_\_\_  
NOTARY PUBLIC

Notary Public in and for Salt Lake County

My commission expires:

\_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION(S) & DEPICTION(S) OF THE PERMITTED ENCROACHMENTS**

## **EXHIBIT "B"**

### **ADDITIONAL RIGHT-OF-WAY ENCROACHMENT TERMS AND CONDITIONS**

#### **PIPELINE FACILITIES AND LEGISLATION**

Northwest's transmission operation includes high-pressure steel pipelines ranging in diameter from 2" to 48". Northwest's pipeline facilities include compressor stations, meter stations, storage facilities, cathodic protection equipment, valve settings and other facilities located within the limits of its rights of way, leased, and fee properties.

Northwest is regulated by the Department of Transportation, Pipeline & Hazardous Material Safety Administration (PHMSA). The pipeline safety regulations are set forth in Title 49, Code of Federal Regulations, Part 192 "Transportation of Natural and Other Gas by Pipeline – Minimum Federal Standards" and Part 195 "Transportation of Hazardous Liquids by Pipeline – Minimum Federal Standards."

Northwest will require that all Federal, State, and local ordinances and applicable utility set backs are complied with to the full extent.

#### **ENCROACHMENTS**

It is Northwest's philosophy to minimize encroachments and excavation activity within the limits of its pipeline right of way. Encroaching parties will design projects such that proposed improvements remain outside the pipeline right of way. Improvements that will encroach into the right of way will be designed and constructed such that the safe operation and maintenance of the pipelines is not diminished. Many of Northwest's right of way agreements prohibit encroachments. Northwest will enforce applicable provisions in its right of way agreements where it believes the continued safe operation and maintenance of the pipeline facilities could be threatened.

#### **NOTIFICATION AND CONSTRUCTION SAFETY REQUIREMENTS**

1. In order to prevent unnecessary delays, Northwest encourages close communication with its representative throughout the entire project. A Northwest representative should participate in all pre-construction meetings. In addition, Northwest can conduct a safety/informational presentation to any interested parties, including contractors, local governmental maintenance crews, and developers.
2. "One Call" systems require 48 to 72 hours' notice prior to any excavation activities or equipment use on or in close proximity to Northwest's pipeline facilities. Dial 811 to be connected to the State One Call system. No equipment use or excavation will occur in the vicinity of Northwest facilities until notification to "One Call" has been made. A Northwest representative will be on site prior to and during any equipment use or excavation activities. Any crossings made without a Northwest representative on site will be excavated at the excavator's expense to provide Northwest an opportunity to inspect all affected pipeline facilities.
3. Excavations must be barricaded to protect Northwest pipelines from exposure to vehicular traffic and to ensure public safety. Northwest representatives must be provided safe access to all open excavations. Excavations must be properly sloped or shored in accordance with OSHA regulations.

#### **PLAN DESIGN AND REVIEW REQUIREMENTS**

1. Residential and/or commercial developments will be laid out such that the right of way is designated as "open" or "common" space. Maintaining an open right of way reduces public

exposure and minimizes disruptions during pipeline maintenance and construction. Lot divisions will be established on either side of the right of way resulting in the actual right of way being "open" or "common" areas.

2. In most cases, Northwest will require the submittal of two or more full size plan and profile drawings to the appropriate Northwest office for prior review and written approval by Northwest. All drawings must show, in detail, all of Northwest's facilities and other features that will allow Northwest to determine the impact of the proposed construction or maintenance activity on its facilities. Encroachment plans will include a scope of work, description, and a location map depicting the project site area. Sufficient geographical references such as legal property lines, roads, and appropriate deed information for the properties involved will be provided.
3. In order to ensure that all proposed improvements are designed in accordance with Northwest's encroachment specifications, Northwest requires a minimum of thirty business days lead-time to review proposed encroachments. Encroachments involving road crossings will require additional review time. Any proposed road which requires pipeline modifications, or a dedicated right of way will require significant lead-time.
4. If there are any changes to approved plans, additional review by Northwest and subsequent written authorization will be required.
5. In some cases, there is a significant delay between the review and approval of submitted plans and actual construction. In such cases, proposed encroachment related activities will be subject to Northwest's requirements in effect at the time the work actually takes place.

## **GENERAL REQUIREMENTS**

1. No above ground structures or appurtenances are to be located within Northwest's right of way. The structures and appurtenances include, but are not limited to: utility poles, towers, foundations, guy wires, structures supporting aerial lines, satellite dishes, manholes, catch basins, utility pedestals, transformers, fire hydrants, utility sheds, decks, swimming pools with associated improvements, etc.
2. An authorized Northwest representative must be on site prior to and during any surface-disturbing work or equipment crossings performed within the right of way. Northwest's representative will assist in determining the location of the pipeline, the right of way width, and existing cover over the pipeline and will remain on site to monitor all activities within the right of way.
3. No cut or fill on Northwest's right of way is permitted without Northwest's written approval.
4. All foreign lines will cross Northwest's right of way at an angle as near to 90 degrees as possible. In situations where there are multiple parallel Northwest pipelines, the proposed foreign lines will either cross over or under all of Northwest's pipelines in the right of way. No horizontal or vertical bends are permitted within Northwest's right of way. Parallel occupancy of Northwest's right of way will not be permitted.
5. All foreign lines crossing Northwest's pipeline or related facilities will be installed with a minimum of 24" of clearance between the existing Northwest facilities and the proposed foreign line. The foreign line will be installed at a uniform depth across the full width of Northwest's right of way. Northwest may require that all foreign lines be installed under its existing pipelines and related facilities.
6. Northwest's facilities are electrically protected against corrosion. Each metallic foreign line that enters or crosses Northwest's right of way must have a test lead installed. In addition, the utility contractor installing the metallic foreign line must excavate and expose one or more of Northwest's existing pipelines to provide for the installation of test leads by Northwest's



employees. All necessary measures (coatings, electrical bonds, etc.) will be taken to ensure that the proposed pipe or utility is adequately protected from potential interference effects. Requests for cooperative testing will be directed to Northwest's Division Office, "Attn.: Supervisor, Asset Integrity."

7. Northwest may require that foreign lines be identified with permanent aboveground markers where the lines enter and exit Northwest's right of way. It is the line owner's responsibility to obtain any rights to install the markers, and to maintain the markers. A direct burial warning tape should be placed 12" to 18" above the foreign line and extend across the entire width of Northwest's right of way.
8. Foreign lines crossing Northwest's facilities will be installed in accordance with all applicable codes and requirements governing such installations.
9. Stockpiling brush, trash, or other debris on the right of way is prohibited, as it may conceal pipeline markers and hinder pipeline inspections or routine maintenance.

## **EXCAVATION AND BLASTING**

1. Plans for excavation on the right of way require prior approval by Northwest. **No machine excavation will be performed within 24" of Northwest's pipelines or related facilities.** Northwest's onsite representative may require hand digging at a distance greater than 24".
2. When a backhoe is used for excavation, the bucket teeth should be curled under each time the bucket is brought back into the ditch to reduce the chance of the teeth contacting the pipeline. Side cutters must be removed from all buckets. At the discretion of Northwest's onsite representative, a bar may have to be welded across the bucket teeth.
3. No mechanical excavation may be performed by reaching over any Northwest facilities.
4. Prior to any plowing or ripping of soil on the right of way, particularly in association with agricultural activities, plans should be reviewed with the local Northwest representative to ensure proper cover exists. No vibratory plows are permitted to be used on Northwest's right of way.
5. A detailed blasting plan must be submitted for review and written authorization prior to any proposed blasting within 200' (1,500' for surface mining) of Northwest's pipeline facilities and a Northwest representative must be on site during all blasting. In order to provide for necessary and appropriate analysis by Northwest, each licensed blasting contractor must also complete and submit a Northwest Blasting Data Sheet. The blasting plan and data sheets must be submitted a minimum of ten business days prior to the proposed blasting. Specific requirements applicable to proposed blasting will be provided to the licensed blasting contractor.

## **DISTURBANCE, MAINTENANCE AND VEGETATION**

1. No trees are permitted on Northwest's right of way. Additionally, the canopy of any trees planted adjacent to the right of way must not extend into the right of way at maturity. Any branches extending into the right of way will be side cut by Northwest at its discretion.
2. With prior approval from Northwest, some types of low growing, shallow-rooted shrubs may be permitted on the right of way provided their maximum mature height will not exceed 5' and are not within 5' of the edge of the pipeline. Northwest requires that the mature plantings will not prevent Northwest's representatives from seeing down the right of way during routine patrols or walking down the right of way directly over the pipelines as they perform required inspections. Under no circumstances will mechanical equipment be used in the planting of shrubs.
3. Northwest reserves the right to cut and/or remove plantings as required in the operation,

inspection, and maintenance of its pipeline facilities; further, Northwest assumes no responsibility for any cost involved in the replacement of said cut and/or removed landscape plantings.

4. All sprinkler or irrigation systems will require review by a Northwest representative. Sprinkler heads will not be permitted within 10' of any pipeline or related facility. All crossings of Northwest's pipelines or related facilities with feeder lines will be hand dug.

## **EQUIPMENT CROSSING**

1. To protect Northwest's pipelines from external loading, Northwest must perform an engineering evaluation to determine the effects of any proposed equipment use. Mats, timber bridges, or other protective materials deemed necessary by Northwest will be placed over Northwest's facilities for the duration of any loading. Protective materials will be purchased, placed, and removed at no cost to Northwest. The right of way must be returned to its original condition.
2. Northwest may require temporary markings to identify areas where equipment use is authorized.
3. No vibratory equipment is permitted within the limits of, or in close proximity to, Northwest's right of way.

## **FENCES**

1. A site-specific inspection is required to determine whether the proposed fence posts must be kept a minimum of 4' or 5' from the edge of any Northwest pipeline or related pipeline facility. A Northwest representative must be on site to determine the location of the fence posts within the right of way and for the duration of the digging of the posts. Posts installed within the right of way must be hand dug. All proposed fence crossings over Northwest's pipelines will cross at an angle of 90°, or as near as reasonably practicable.
2. Northwest will have the free right of ingress and egress. Northwest may require that new fences have a 12' wide gate installed within the right of way at a location approved by Northwest. The gate will be installed as to minimize vehicular, and equipment travel over the existing Northwest facilities.

## **LOGGING AND TIMBER OPERATIONS**

1. Written approval is required before any logging or timber operations can begin on Northwest's right of way.
2. Additional requirements may include, but are not limited to, the installation of land ramps, plates, or temporary erosion controls.
3. An authorized Northwest representative must be on site prior to and during any surface disturbing work or equipment crossing performed within the right of way.
4. The Encroaching Party must meet with a Northwest representative at least three days prior to the completion of the project to discuss site restoration.

## **NON-OCCUPANCY STRUCTURE**

This section details encroachment details on sheds, barns, car ports, retaining walls, storage drums, garages, large debris, old cars, trailers, scrap metal, boulders, satellite dishes, manholes, fire hydrants, etc. Buildings or structures, whether occupied or not, may not be constructed within a Northwest easement. No above ground structures or appurtenances are to be located within Northwest's right of way. The structures and appurtenances include, but are not limited to: towers, satellite dishes, manholes, catch basins, utility pedestals, transformers, fire hydrants,

utility sheds, playhouses, garages, patios, slabs/foundations, decks, swimming pools with associated improvements, or similar structures. Large debris such as old cars, trailers, scrap metal, boulders, etc., will not be permitted on the right of way. The right of way must be kept clear for maintenance and inspection.

## **OCCUPANCY STRUCTURE**

This section includes buildings, houses, occupancy trailers/mobile homes, patios, decks, playgrounds, playhouses, swimming pools, workshops, or similar structures. Occupied aboveground structures are prohibited within Northwest's right of way, in order to provide for adequate maintenance and operation of Northwest's facilities.

## **OVERHEAD CROSSING UTILITY**

1. Overhead line crossings will be installed with a minimum of 30' of vertical clearance above Northwest's right of way to provide adequate equipment clearance. No poles or appurtenances will be located on Northwest's right of way.
2. Overhead line crossings will not be installed within 50' (measured horizontally) of any gas vent (e.g. relief valve, blow down vent).
3. Overhead lines will cross Northwest's facilities at an angle as near to 90 degrees as possible.
4. In addition to these Northwest minimum clearances, all local utility minimum clearances must be adhered to.

## **PARALLEL UTILITY**

Parallel occupancy on an existing right of way is not allowed unless approved by Northwest's Manager, Operations. This includes trenched, trenchless (bored), and above ground installation of pipelines, cables, conduits, overhead utilities, or fences.

## **ROAD, RAIL, PAVED AND UNPAVED TRANSPORTATION**

1. Northwest must complete a preliminary engineering evaluation for all roads, streets, driveways, etc., proposed on Northwest's right of way. Any pipe casing, concrete slabs, or other protection required by Northwest will be installed at the Encroaching Party's expense. Northwest may require a pipeline inspection prior to construction.
2. The recommended minimum total cover over Northwest's existing pipelines is 66" at all driveways, highways, roads, streets, etc. The recommended minimum total cover over Northwest's existing pipelines in adjacent drainage ditches is 48".
3. Vibratory equipment is prohibited within the limits of Northwest's right of way. Vibratory equipment is not permitted to be used for achieving applicable compaction requirements.
4. Driveways, highways, roads, streets, etc. crossing over Northwest's pipeline facilities will cross at an angle as near to 90 degrees as possible. All crossings must be over straight pipe and at locations free of any crossovers. Parallel occupancy of the right of way will not be permitted.
5. Northwest will retain the right to cut all present and proposed driveways, highways, roads, streets, etc. and will have no responsibility for restoration, loss of use or access, or any other costs.
6. Access to the earth above each pipeline for leak detection (flame ionization) and cathodic protection surveys must be maintained.

## **SUBSURFACE CROSSING UTILITY**

1. Utilities crossing Northwest's facilities are required to be cased to protect the integrity of the utility and the safety of Northwest's and third-party excavators in the future.
2. All buried communications (other than single residential telephone and TV) crossing Northwest's facilities will be installed with encased, rigid, non-metallic conduit the full width of Northwest's right of way. Per on site personnel, conditions may warrant (spanning issues, shoring) steel conduit across the width of the right of way when pipelines are exposed.
3. All buried electric cables (other than 24-volt DC power lines), including single residential service drops, crossing Northwest's facilities will be installed in encased, rigid, non-metallic conduit the full width of Northwest's right of way. Per on site personnel, conditions may warrant steel conduit across the width of the right of way when pipelines are exposed.
4. All buried single residential telephone, cable TV, and 24-volt DC power will be encased in schedule 40 PVC casing for the full width of Northwest's right of way.
5. All fiber optic cable, including single drops, will be installed in encased, rigid, non-metallic conduit the full width of Northwest's right of way. Per on site personnel, conditions may warrant steel conduit across the width of the right of way when pipelines are exposed.
6. All sanitary sewer and pressurized water lines will be installed with encased, rigid, non-metallic conduit the full width of Northwest's right of way. Per on site personnel, conditions may warrant (spanning issues, shoring) steel conduit across the width of the right of way when pipelines are exposed. Gravitational flow systems will be either: (1) ductile iron or steel pipe (adequately protected from Northwest's cathodic protection system), (2) plastic pipe installed in steel casing, or (3) concrete pipe for the full width of Northwest's right of way. No piping connections will be allowed within 5' of any Northwest pipeline. All ductile iron utility crossings will include restrained joints for the full width of Northwest's right of way.
7. No septic tanks, liquid disposal systems, or hazardous waste disposal systems will be allowed on Northwest's right of way or within 25' of Northwest's facilities. This prohibition includes, but is not limited to, facilities that have the potential of discharging effluent from sewage disposal systems, the discharge of any hydrocarbon substance, the discharge or disposal of any regulated waste, or any other discharge that may prove damaging or corrosive to Northwest's facilities.
8. All plastic combustible material lines will be installed in steel casing for the full width of Northwest's right of way.
9. Northwest may require that steel combustible material lines (adequately protected from Northwest's cathodic protection system) be installed under existing Northwest's pipeline facilities.
10. Northwest's existing pipeline facilities will be potholed to verify the horizontal and vertical location of all facilities prior to any proposed trenchless construction operation. Once all required potholes have been performed, both plan view and profile drawings showing both Northwest's existing facilities and the proposed trenchless crossing alignment and profile will be submitted to Northwest. Plan and profile drawings are required for all proposed trenchless construction operations. If not completed, Northwest may require a subsurface geotechnical investigation be completed prior to construction.
11. All proposed trenchless construction methods may include the installation of steel casing for the full width of Northwest's right of way.
12. Depending on the trenchless method chosen, the distance between Northwest's facilities and the proposed crossing alignment and profile, and the depth of cover, Northwest may require

inspection holes to be excavated to verify the depth of the bore as it approaches each pipeline. Inspection holes must be excavated to allow Northwest's on-site representative to visually see the boring head prior to the point where it travels beneath each pipeline.

13. If inspection holes are not performed, the contractor shall monitor the location with precise downhole survey instruments and verify it with surface location equipment (i.e. TruTracker, ParaTrack, or equivalent). The contractor must provide Northwest with the computer printout of the directional survey and TruTracker/ParaTrack (or equivalent) reports generated by the downhole survey tools daily. Report data shall be in a format suitable for independent calculation of the survey. Deviations between the recorded position and the plan and profile drawing shall be documented and immediately brought to the attention of Northwest. Contractor shall notify Northwest's on-site representative of any drill profile failing to meet the specifications.
14. For a Northwest pipeline that was installed by trenching methods, all trenchless construction shall have a minimum vertical separation of 5 feet from the pipeline when crossing it perpendicular. For any trenchless construction not perpendicular to a Northwest pipeline, there shall be a minimum three-dimensional separation of 10 feet. A Northwest representative shall be on site to witness the bore staking, pilot hole sighting, observation hole, and any other activity associated with the drill or bore.
15. For a Northwest pipeline that was installed by trenchless methods, all trenchless construction shall have a minimum vertical separation of 10 feet from the pipeline when crossing it perpendicular. For any trenchless construction not perpendicular to a Northwest pipeline, there shall be a minimum three-dimensional separation of 25 feet. A Northwest representative shall be on site to witness the bore staking, pilot hole sighting, observation hole, and any other activity associated with the drill or bore.
16. An example scenario for three-dimensional separation would be 18 feet lateral separation and 18 feet vertical separation, which would result in approximately 25 feet separation. See Figure 1.

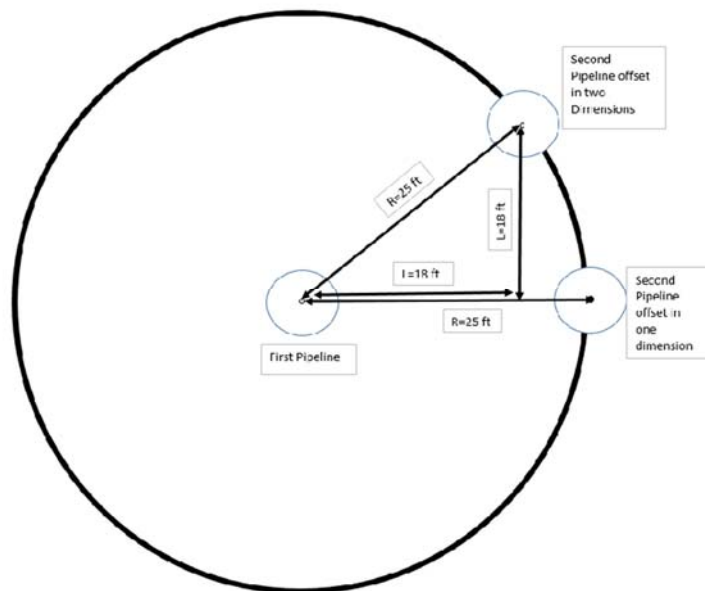


Figure 1: Three-Dimensional Separation Example

17. Contractor shall check for ground subsidence periodically along all attempted trenchless crossings and the final corridor within Northwest's right-of-way and notify Northwest's on-site

representative immediately upon findings. Contractor shall fill any voids with a cement grout, compact subsoil within Northwest's right of way, and restore the ground surface to original contours and conditions.

18. If for any reason the proposed trenchless method fails during construction or if any hole is abandoned during the process, contractor shall fill abandoned holes and/or subsurface voids within Northwest's right of way entirely with a cement grout.
19. Upon 15 days of completion, contractor shall furnish the alignment and profile as-built drawing with a description of the survey data used to determine the as-built location and a statement of accuracy used to create the drawing. The drawing shall be submitted in both AutoCAD and PDF format and contain all data points that are within Northwest's right of way representing final alignment and profile, any abandoned holes, tools, strings of drill pipe, etc. overlaid on the plan and profile drawing.

## **SURFACE WATER**

1. Northwest may conduct preliminary engineering studies for any proposed drainage channels or ditches that will discharge toward or within the right of way. Drainage channels or ditches must be adequately protected from erosion and provide a minimum of 48" of cover over the pipelines. Altering (clearing, re-grading, or changing alignment of) an existing drainage channel or ditch requires written approval from Northwest.
2. Impoundment of water on Northwest's right of way is not permitted. Soil erosion control measures will not be installed within Northwest's right of way without prior written Northwest approval.

## **STATEMENT REGARDING RIGHTS**

1. Nothing contained herein will be construed to convey, waive, or subordinate any of Northwest's existing rights whatsoever.
2. Northwest will be fully and completely compensated for any damages to its facilities resulting from the acts of third parties who are working in the vicinity of Northwest's facilities with or without Northwest's consent.

## **Exhibit "C"**

### **INSURANCE REQUIREMENTS**

Maintain in force throughout the performance of any part of the construction, use, maintenance, repair or replacement of the Permitted Encroachments and for as long thereafter as necessary to support the obligations of Encroaching Party, insurance described below. The limits and terms set forth below will not be construed to limit Encroaching Party's liability. All costs and deductible amounts will be for the sole account of Encroaching Party. The required liability insurance can be met under a primary or an excess policy or any combination thereof. Prior to commencing any part of the construction, use, maintenance, repair or replacement of the Permitted Encroachments, Encroaching Party will deliver to Northwest certificate(s) of insurance on an Acor form or other acceptable industry standard certificate of insurance form evidencing the insurance, terms and conditions required below.

. In the event of non-renewal or cancellation of policies providing the required insurance described below, any construction, maintenance, use, repair or replacement of the Permitted Encroachments will cease until replacement insurance can be evidenced to Northwest.

If Encroaching Party uses any subcontractor to perform any work relating to the Permitted Encroachments, Encroaching Party's subcontractors are contractually required to maintain insurance in accordance with the current version of the AIA General Conditions of the Contract for Construction .

Irrespective of the insurance requirements below, the insolvency, bankruptcy or failure of any such insurance company providing insurance for Encroaching Party, or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

#### **1. Workers Compensation and Employer's Liability**

Workers' Compensation insurance in the amount of the statutory limits, complying with the state and federal regulations having jurisdiction over each employee.

## **2. General Liability**

Commercial General Liability insurance with limits as set forth in the Certificate of Insurance attached hereto as Exhibit E..

## **3. Automobile Liability**

Automobile Liability insurance with limits as set forth in the Certificate of Insurance attached hereto as Exhibit E.





*...more than just insurance*

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**SHERY HARMON  
MEMBER SERVICES**

October 13, 2015

Sample

RE: Member - Certificate Request

I am summarizing ICRMP's position regarding additional insured language on our certificates of insurance.

As outlined, the member referenced above is a governmental entity within the State of Idaho. Idaho Code § 6-923 allows for political subdivisions to purchase insurance for "themselves and their employees." This is also specifically prohibited by the Idaho Constitution Article VIII, Section 4:

No county, city, town, township, board of education, or school district, or other subdivision, shall lend, or pledge the credit or faith thereof directly or indirectly, in any manner, to, or in aid of any individual, association or corporation, for any amount or for any purpose whatever, or become responsible for any debt, contract or liability of any individual, association or corporation in or out of this state.

Governmental entities do not have the lawful authority to purchase insurance on behalf of (Certificate Holder)

Even though we cannot use the terminology of "additional insured", we can provide you with a Certificate of Insurance, which shows that there is insurance on the property and that we will accept a tender of your defense if you are named party to a lawsuit solely because of your relationship with this member and not as a result of your own conduct.

I hope this information will better explain who we are, who our member is and why we cannot supply you with the words "additional insured" on your certificate of insurance. Please let me know as soon as possible that this situation has been resolved in the favor of our member.

Sincerely,

*Shery Harmon*

Shery Harmon  
Underwriting Specialist

<b>CERTIFICATE OF INSURANCE</b>		Issue Date: Wednesday, May 30, 2018 10:42:08 AM			
<b>Agent for Public Entity:</b> James Fullinwider All American Insurance Inc. PO Box 650 Meridian ID 83680-		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy below. This certificate of insurance does not constitute a contract between the issuing insurer, agent and the certificate holder.  <b>PROGRAM AFFORDING COVERAGE:</b> Idaho Counties Risk Management Program, Underwriters P. O. Box 15249 Boise, ID 83715			
<b>Insuring Pool Participant:</b> City of Meridian 33 East Broadway, Ste. 308 Meridian ID 83642-					
This certifies coverages listed below are issued to the above insuring pool participant for the time period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.					
Section Number	Type of Insurance -Coverage Form	Policy Number 37A02114100117	Effective Date 5/30/2018	Expiration Date 09/30/2018	Property Deductible (except flood/quake): \$2,500
<b>Limits</b>					
V	<b>PROPERTY INSURANCE</b> -OCCURRENCE	1. Buildings, Structures and Property 2. Automobile/Mobile Equipment Physical Damage General Aggregate		Amount Reported in Schedule of Values up to \$100,000,000 per occurrence. \$200,000,000	
VI	<b>MACHINERY BREAKDOWN</b> -OCCURRENCE	1. Property Damage 2. Expediting Expenses 3. Business Income and Extra Expense 4. Spoilage Damage 5. Service Interruption 6. Newly Acquired Premises 7. Ordinance or Law 8. Errors and Omissions	Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence General Aggregate	Varies Per Item \$2,500,000 \$1,000,000 \$1,000,000 \$2,500,000 \$5,000,000 \$5,000,000 \$10,000,000 \$100,000,000	
VII	<b>CRIME INSURANCE</b> (INCLUDES PUBLIC OFFICIALS' SURETY-IN-LIEU)	1. Employee Dishonesty 2. Loss Inside Premises 3. Loss Outside Premises	Each Occurrence	\$500,000	
				<b>For Claims Pursuant to Title ,Ch.9, Idaho</b>	<b>All Other Covered Liability Claims</b>
VIII	<b>AUTOMOBILE LIABILITY</b> -OCCURRENCE	1. Automobile Liability 2. Automobile Medical Payments 3. Uninsured Motorist	Each Accident Each Person Each Accident Each Person Each Accident	\$500,000 \$5,000 \$100,000 \$100,000 \$300,000	\$3,000,000 \$5,000 \$100,000 \$100,000 \$300,000
IX	<b>GENERAL LIABILITY</b> -OCCURRENCE	1. General Liability	Each Occurrence	\$500,000	\$3,000,000
X	<b>LAW ENFORCEMENT LIABILITY</b> -OCCURRENCE	1. Law Enforcement Liability	Each Occurrence	\$500,000	\$3,000,000
XI	<b>ERRORS/OMISSIONS LIABILITY</b> -CLAIMS MADE	1. Errors Omission Liability	Each Claim	\$500,000	\$3,000,000
XII	<b>EMPLOYEE BENEFITS LIABILITY</b> -CLAIMS MADE	1. Employee Benefits Liability	Each Claim	\$500,000	\$3,000,000
XIII	<b>EMPLOYMENT PRACTICES LIABILITY</b> -CLAIMS MADE	1. Employment Practices Liability	Each Claim	\$500,000	\$3,000,000
XIV	<b>SEXUAL MOLESTATION LIABILITY</b> -CLAIMS MADE	1. Sexual Molestation Liability	Each Claim	\$500,000	\$3,000,000
<b>Description of Operations/Locations/Vehicles/Restrictions/Special Items:</b> Sample Certificate					
Value:					
For above described item, coverage both for property damage & liability arising from Insured. If Certholder is named as party to lawsuit solely due to relationship with Insured & not as result of its own conduct, we will accept tender of defense, until liability determination. Certholder as Loss Payee as their interest may appear.					
Certificate Holder: None none none none		Cancellation Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.  Authorized Representative <div style="text-align: center; font-size: 1.2em;">Sandy Moser</div> <div style="text-align: right; font-size: 0.8em;">ICRMP 16/17</div>			