

LICENSE AGREEMENT CONCERNING TEMPORARY WORKING SPACE

For Ten Dollars (\$10.00) and other valuable consideration, **CITY OF MERIDIAN, an Idaho municipal corporation**, whose address is 33 E. Broadway Ave, Meridian Idaho 83642 ("Licensor") does hereby grant to **NORTHWEST PIPELINE LLC, a limited liability company**, whose address is 650 S. Main Street, Salt Lake City, Utah 84101 ("Licensee"), a temporary, non-exclusive license to use a portion of Licensor's property for the purpose of construction staging, parking, and access ("Temporary Working Space"), which property is situated in Ada County, State of Idaho, and more particularly described below:

Assessor Parcel Number: S1131223350

The Temporary Working Space shall be limited to the access road and yellow cross-hatched area on Assessor Parcel Number S1131223350, all as depicted on Exhibit "A", which is attached hereto and made a part of this Agreement.

It is understood and agreed by Licensor and Licensee that the Temporary Working Space is to be used only in connection with Licensee's 2025 Pipeline Replacement Project. Upon completion of the above-described work and final restoration of the Temporary Working Space, this Agreement shall automatically terminate. Notwithstanding the foregoing, Licensor may terminate this Agreement at any time and for any reason after providing thirty (30) days' notice to Licensee.

Licensee agrees that within a reasonable time following the completion of its work and subject to weather, it will as near as practicable restore the Temporary Working Space to its original condition. Licensee will compensate Licensor for any unrepairable damages resulting from Licensee's work. Additional Construction Stipulations are attached hereto as Exhibit "B" and made part of this Agreement.

Licensee shall maintain throughout the term of this Agreement liability insurance in which Licensor shall be named an additional insured in the minimum amounts as follows: General Liability - one million dollars (\$1,000,000.00) per incident or occurrence; Automobile Liability Insurance - one million dollars (\$1,000,000.00) per incident or occurrence; and Workers' Compensation Insurance - in the statutory limits as required by Idaho law.

Licensee shall indemnify and save and hold harmless Licensor from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Licensee or any employee, agent, contractor, official, officer, servant, guest, invitee, successor, or assign of Licensee not caused by or arising out of negligent acts or willful misconduct of the Licensor.

Pursuant to Idaho Code §§ 18-8703, 67-2346, 67-2347A, and 67-2359, Licensee certifies: (1) it is not and will not for the duration of the Agreement be an abortion provider or affiliate abortion provider as those terms are defined in Idaho Code § 18-8702; (2) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; (3) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture, or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d); (4) it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China; and (5) it will not assign or seek to assign the Agreement to a person who operates in violation of either statute.

This Agreement is the entire agreement between the parties with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. Except for termination as

provided herein, this Agreement may be amended only by written agreement executed by both parties. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. The laws of the State of Idaho shall govern this Agreement, and venue shall be Ada County, Idaho. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. If any controversy, claim, or action is filed or instituted to enforce the terms and conditions of this Agreement or arises from the breach of any provision hereof, the prevailing party shall be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party.

WITNESS THE EXECUTION THIS ____ day of _____, 2025.

Licensor:

City of Meridian

ATTEST:

(Signature)

(Signature)

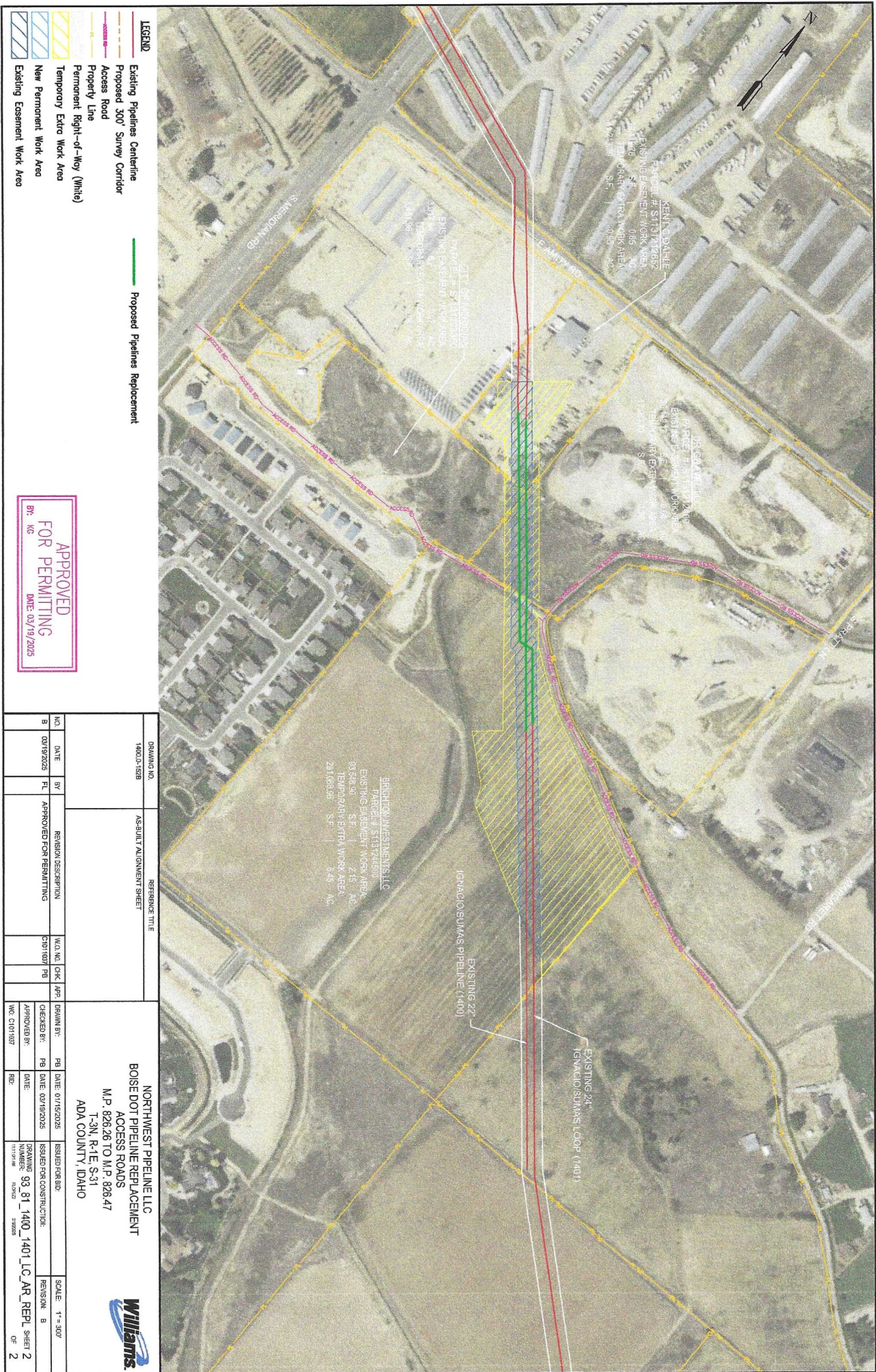
Robert E. Simison

Chris Johnson, City Clerk

LICENSEE:

NORTHWEST PIPELINE LLC

Brenda Marshall
Brenda Marshall, Attorney in Fact



- LEGEND**
- Existing Pipelines Centerline
 - Proposed 300' Survey Corridor
 - Access Road
 - Property Line
 - Permanent Right-of-Way (White)
 - Temporary Extra Work Area
 - New Permanent Work Area
 - Existing Easement Work Area

Proposed Pipelines Replacement

APPROVED
FOR PERMITTING
DATE: 03/19/2025
BY: KC

DRAWING NO.		REFERENCE TITLE	
1400.2-1528		AS-BUILT ALIGNMENT SHEET	
NO.	DATE	BY	REVISION DESCRIPTION
B	03/19/2025	FL	APPROVED FOR PERMITTING
		W.D. NO.	CHK. APP.
		010107	PB
		CHECKED BY:	PB
		DATE:	03/19/2025
		ISSUED FOR CONSTRUCTION:	ISSUED FOR CONSTRUCTION
		DRAWING NUMBER:	93.81_1400_1401_LC_AR_REPL
		SCALE:	1"=300'
		REVISION:	B
		SHEET 2 OF 2	

NORTHWEST PIPELINE LLC
BOISE DOT PIPELINE REPLACEMENT
ACCESS ROADS
M.P. 826.26 TO M.P. 826.47
T-3N, R-1E S-31
ADA COUNTY, IDAHO

Williams

EXHIBIT "B"

ADDITIONAL CONSTRUCTION STIPULATIONS

In accordance with the terms and conditions of this Agreement, the Licensor and Licensee agree that all work associated with the natural gas pipeline facilities will be conducted in accordance with the following additional terms and conditions:

1. Licensee will notify Licensor of the commencement of work activity a minimum of seven (7) days prior to the start of work.
2. Licensee will perform its work activities in compliance with applicable federal, state, and local laws, regulations, and rules.
3. Licensee will remove all construction waste and debris after completion of construction activities.
4. Licensee will restore the Temporary Working Space as close to the original condition as is practicable after Licensee completes its work activities.
5. Licensee will re-seed disturbed areas with a seed mix native to the area or as specified by the Licensor.
6. Licensee will restore all access roads or driveways disturbed by construction to a condition equal to or better than existed prior to Licensee's work activities. Restoration will include final grading where necessary.