



We make energy happen.®

City of Meridian
C/O David Briggs
33 E. Broadway Avenue
Suite 200
Meridian, Idaho 83642

RE: Sewer Main Crossing - Letter of No Objection

Dear Mr. Briggs,

This letter is in response to your request of permission for City of Meridian to construct the proposed sewer main crossing on McMillan Road, Meridian Idaho ((1)18" PVC gravity sewer, (1) 14" HDPE/PVC pressure sewer main, and (1) 10" HDPE/PVC pressure sewer main will cross the Williams Pipeline in McMillan Road between Can Ada Road and Star Road. The gravity sewer main (PVC) will be cased in a 24" steel casing while the pressure mains will be combined into a 36" steel casing.), a) hereinafter referred to as the "Encroachment Facilities", subject to the standards and specifications of the Williams Developers Handbook, "over and under" existing gas pipelines, including all appurtenant equipment and facilities associated therewith (together, the "Williams Facilities") owned by Williams Northwest Pipeline ("Williams") in Ada County, ID ("Encroachment Project"). Please be advised that Williams hereby grants to the City of Meridian, hereinafter referred to as "Company", permission to construct said Encroachment Project, subject to the standards and specifications of the Williams Developers Handbook, "over and under" the Williams Facilities in consideration of Company acknowledgement and compliance with the following:

1. Company must provide notice to Williams in compliance with State One call laws (excluding weekends and holidays) prior to commencing the Encroachment Project construction or operations near the Williams Facility, Company shall notify and/or be responsible for their contractors, agents and subcontractors notifying the State One-Call System (dial 811) of the construction so that a Williams representative(s) or other designated person(s) can be present during the construction or operations.
2. Company has provided Williams with the proposed design and crossing plan for the Encroachment Project "over or under" the Williams Facility and agrees to provide Williams advance notice in writing, such notice to be provided not less than [2 weeks], before materially deviating from such proposed design and crossing plan.
3. Williams reserves the right to have a representative stationed along Williams's Facilities during the subject construction or other operations near the Williams Facilities or other property or equipment owned or leased by Williams.
4. If applicable, wherever Company should encroach upon Williams's Facilities with heavy steel tracked equipment, Company shall place matting or other suitable material over the Williams Facilities as determined by Williams's representative.
5. The Encroachment Project will "cross or be on" Williams's Facilities within the larger tract of land known as McMillan Road owned by Ada County Highway District ("Landowner"), as represented by Company in the proposed design and crossing plan or as depicted in site plans known as "Property Exhibit for City of Meridian Can Ada Lift Station, Meridian, Idaho with a revision date of December 2023. Company shall have obtained any required permission or grants from Landowners and any governmental permits or authorizations necessary for Company to begin or engage in activities related to the Encroachment Project near the Williams Facilities.
6. To the extent permitted by Idaho Law, Company does hereby agree to release, protect, defend, indemnify and hold harmless Williams, its associated and affiliated companies and partners and their agents, representatives, employees, officers, directors, insurers, successors and assigns from and against all claims, charges, fees, causes of action, demands, suits and actions or payment for



We make energy happen.®

damages to, or loss of property or injury to or death of, any legal entity, person or persons (including the Landowner(s), Contractors, third parties, and Williams) that may be caused by, arise out of or result from construction, operation or maintenance of the Encroachment Project, Encroachment Facilities, and related equipment and facilities, except for such damage or injury resulting from the sole negligence or willful misconduct of Williams. The rights granted under this Section are in addition to any and all other remedies available under law or equity.

7. Williams has the right to stop the Company and its agents, contractors, or other representatives from continuing Encroachment Project work if Williams personnel determine, in their sole discretion, that there is a safety issue or risk to the integrity to the Williams Facility. This right to stop work is not an obligation to inspect or supervise the Encroachment Project installation activities and doesn't waive or release any claims Williams may have related to the Encroachment Project.
8. Should it become necessary for Williams to perform future maintenance, repairs, or replacement of Williams Facilities that may result in damage or removal of the Encroachment Facilities or portion thereof "over, under, or parallel to" Williams Facilities, Company agrees that any costs associated or related to the removal, repair, or reconstruction of the Encroachment Facilities, or any portion thereof, will be at the sole expense of Company and Company waives any claim it may have against Williams for such cost.

Please indicate the City of Meridian acceptance of the above by having one of the originals of this letter signed and dated by the City of Meridian representative, then return to:

Brenda.marshall@williams.com

Should you have any questions regarding operation procedures, please call me at 208-870-0149.

Sincerely,

Brenda Marshall
Land Representative

ACCEPTED AND AGREED TO BY the City of Meridian ON THIS ____ day of _____, 2024.

Name: _____

Title: _____