

RETURN TO:
Bureau of Reclamation
Attn: MSF 6112
230 Collins Road
Boise, ID 83702

Contract No. 24-07-11-L6065

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Arrowrock Division, Boise Project, Idaho**

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, hereinafter referred to as License, made the _____ day of _____, 2024, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388; 43 U.S.C. §391), and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, specifically, Section 10 of the Reclamation Project Act of August 4, 1939 (53 Stat. 1187, as amended by 53 Stat. 1196), between the **UNITED STATES OF AMERICA**, hereinafter called the **United States**, by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as Reclamation, and **THE CITY OF MERIDIAN**, hereinafter referred to as **Licensee**; and

WITNESSETH, THAT:

WHEREAS, the United States, through the Bureau of Reclamation, Department of the Interior, pursuant to Federal Reclamation Laws, acquired certain lands for the Arrowrock Division of the Boise Project, hereinafter referred to as the Project; and

WHEREAS, the United States has contracted with the Pioneer Irrigation District, hereinafter referred to as the District, to operate and maintain the project facilities constructed thereon identified as the Ninemile Creek; and

WHEREAS, the Licensee desires to utilize a portion of such land for the purpose of constructing and installing, operating and maintain two pressure sewer force mains and one gravity sewer line, a minimum of 10' under and across the Ninemile Creek; and

WHEREAS, the use of the land for the purposes described herein, under the terms and conditions hereof, will not interfere with requirements of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

1. GRANT OF LICENSE and LICENSE AREA

Subject to the terms and conditions of this License, the United States does hereby grant to the Licensee, or its successor in interest, an authorization to construct, operate, and maintain two pressure sewer force mains and one gravity sewer line, a minimum of 10' under and across the Ninemile Creek. The use area is 25 feet wide by 120 feet long and contains .069 acres, more or less, located in a portion of the Government Lot 1, Section 31, Township 4 North, Range 1 West, of the Boise Meridian, as shown on the attached Exhibits

A and B by this reference made a part hereof.

2. FEES

The Applicant has provided an application to obtain this Use Authorization in conformance with Title 43 of the Code of Federal Regulations, Part 429 and a payment of \$100.00 for the application fee. In accordance with accordance with 43 CFR 429.26 (a) (4), administrative and use fees are being waived. However, Reclamation reserves the right to recover additional and related administrative costs if the need arises for monitoring, to ensure compliance with the conditions noted above.

3. TERM

The term of this License shall be twenty (25) years from the date hereof, unless sooner terminated as hereinafter provided.

4. SPECIAL STIPULATIONS

Licensee agrees as follows:

Licensee agrees that the construction, installation, operation and maintenance (O&M) shall be conducted as follows:

- a. Applicant shall coordinate with the District at least 7 days **prior** to the onset of implementation/construction. This office can be reached at (208) 459-3617.
- b. Any activity deemed to be illegal on federal lands will be cause for immediate termination of the License.
- c. Licensee's structures shall be constructed, operated and maintained by the Licensee, or its successor in interest, without cost to the United States or its agents, successors, and assigns, and in such a manner as to cause no interference with the normal operation of project facilities. All construction, reconstruction and maintenance work performed by the Licensee upon the premises of the United States shall be undertaken only at times, according to plans, and in a manner satisfactory to the Reclamation.
- d. At the completion of the work authorized in this License the facility and appurtenant works shall be restored by, or at the expense of the Licensee to a condition at least as good as before the work was accomplished.
- e. Any alteration in design of the facilities to be constructed, or any alteration, modification, or reconstruction of facilities, once the original work is accepted by Reclamation, its successors or assigns, must be approved in writing prior to commencing any work on facilities in the area subject to this License.
- f. Applicant acknowledges and agrees that this License is not and shall not be interpreted as, the authorization of any other use, encroachment or activity upon Project facilities or land except as expressly stated herein. In addition, the License shall not in any way be construed as authorization to construct, install, or modify of any facilities, which would permit, allow or enable discharge of storm water run-off into the facilities or works of the United States or the Board/District. Notwithstanding anything to the contrary contained in this Use Authorization, neither the United States nor the Board/District approves, authorizes, permits, allows, or accepts any non-agricultural stormwater discharge into any facility owned, operated,

and/or maintained by the United States or the Board/District, whether it be through a pipe, conduit, culvert, canal, lateral, drain or other ditch, or surface or ground water, absent the United States' prior written permission and Board's/District's concurrence per Reclamation regulations and policy. Applicant acknowledges that the authorized works identified in this License does not permit nor allow any nonagricultural water discharge to enter the facility.

5. NON-EXCLUSIVE RIGHTS

The rights granted by this License are nonexclusive and are subject to all existing valid rights previously acquired by third parties, which include any person or private or public entity not a party to this License.

6. UNRESTRICTED ACCESS

The United States officers, agents, and employees shall at all times have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damages to a minimum.

7. HOLD HARMLESS

a. The Licensee, or its successor in interest, agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Licensee.

b. The United States and District, their officers, agents, and employees and its assigns shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed in any manner limiting other reservations in favor of the United States contained in this License.

8. PROTECTION OF UNITED STATES INTERESTS

The Licensee, or its successor in interest, shall construct, operate, and maintain its structures in a good workmanlike manner, as determined by Reclamation, to ensure that the authorized uses are compatible with the Reclamation purposes for which the land was acquired, and to protect the interests of the United States. The Licensee, or its successor in interest, shall insure compliance with all laws, regulations, and orders of the United States, and any other public authority affecting such works.

9. TERMINATION

This License, a use authorization, will terminate and all rights of the Licensee, or its successor in interest, hereunder will cease, and the Licensee, or its successor in interest, will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

a. At the end of the term of this License.

b. Reclamation may, at any time and at no cost or liability to the United States terminate this License, if Licensee fails to comply with any of the terms and conditions hereof, or upon mutual agreement of all parties.

c. The United States, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the use authorization or other damage to the Licensee's activities or facilities.

d. Reclamation may, at any time and at no cost or liability to the United States, terminate this License in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

e. Reclamation may, at any time and at no cost or liability to the United States, terminate this License, for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR § 429.2 if Reclamation determines that any of the following apply:

- i. The use has become incompatible with authorized project purposes, project operations, safety, and security;
- ii. A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1);
or
- iii. Termination is necessary for operational needs of the project.

f. Reclamation may, at any time and at no cost or liability to the United States, terminate this License if Reclamation determines that the Licensee has failed to use the use authorization for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the use authorization may constitute a presumption of abandonment of the requested use and cause termination of the use authorization.

g. Reclamation may, at any time and at no cost or liability to the United States, terminate this License if the Licensee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

h. At the termination of this License the facility and appurtenant works shall be restored by, or at the expense of the Licensee, to a condition at least as good as before the work was accomplished.

10. NOTICES

a. Notices served under this License shall be in writing and may be delivered by personal delivery; via recognized delivery services such as United Parcel Services (UPS) or Federal Express (FedEx); or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

UNITED STATES

Deputy Area Manager
Bureau of Reclamation
230 Collins Road
Boise, ID 83702
(208) 383-2200

LICENSEE

City Engineer
City of Meridian
33 E. Broadway Ave.
Meridian, ID 83642
(208) 489-0338

DISTRICT

Superintendent
Pioneer Irrigation District
P.O. Box 426
Caldwell, ID 83606
(208) 459-3617

b. Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail or delivery service shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this License, and no specific requirements are set forth. Where this License provides for a specific notice in a different manner, the more specific requirements shall prevail.

c. The parties hereby designate the Deputy Area Manager of the Snake River Area Office, the City Engineer of the City of Meridian, and the Chairman of the Board of the Pioneer Irrigation District, as their respective authorized representatives for this License. These individuals shall have authority to take any action allowed or required under this License, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with this Article.

11. INCREASED COSTS

If the construction, operation, or maintenance of any or all of such structures and facilities of the United States across, over, under, or upon said land should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Reclamation, whose estimate is to be final and binding upon the parties hereto. Licensee will make payment thereof to the United States or any of its successors or assigns within thirty (30) days after demand is made upon Licensee for payment of any such sums. As an alternative to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt its facilities constructed and operated by it on said land to accommodate the aforementioned structures and facilities of the United States. Licensee shall bear any costs incurred by the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

12. REMOVAL OF STRUCTURES

Upon expiration, termination, or revocation of the License, the Licensee, or its successor in interest, shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Licensee shall pay all the expenses of the United States, or its assigns or successors, related to removal of such improvements.

13. DISCOVERY OF CULTURAL RESOURCES

The Licensee, or its successor in interest, shall immediately provide an oral notification to Reclamation of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest. The Licensee shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. The Licensee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming the activity. Protective and mitigative measures specified by Reclamation shall be the responsibility of the Licensee.

14. HAZARDOUS MATERIALS

a. The Licensee, or its successor in interest, may not allow contamination or pollution of Federal lands, waters, or facilities. The Licensee, or its successor in interest, has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

b. The Licensee, or its successor in interest, shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of, on or, in Federal lands, waters, or facilities.

c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters, or facilities, the Licensee shall initiate any necessary emergency measures to protect health, safety, and the environment and shall report such discovery with full details of the actions taken to Reclamation. Reporting may be within a reasonable time period. A reasonable time period means: within twenty-four (24) hours of the time of discovery if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

e. Violation of any of the provisions of this Article, as determined by Reclamation, may constitute grounds for termination of this License. Such violations require immediate corrective action by the Licensee and shall make the Licensee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The Licensee, or its successor in interest, agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this License.

f. Reclamation agrees to provide information necessary for the Licensee using reasonable diligence, to comply with the provisions of this Article.

15. SEVERABILITY

Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of this License as a whole.

16. BINDING

The provisions of this License shall apply to, and bind, the successors and assigns of the parties hereto, but no assignment or transfer of this License or any part or interest therein shall be valid until approved by Reclamation in writing.

17. OFFICIALS NOT TO BENEFIT

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

IN WITNESS WHEREOF, the parties hereto have executed this License the day and year first above written.

CITY OF MERIDIAN

UNITED STATES OF AMERICA

By _____

By _____

Title _____

Bryan R. Horsburgh
Deputy Area Manager
Bureau of Reclamation
230 Collins Road
Boise, ID 83702-4520

DISTRICT:

This License Agreement has been reviewed by **Pioneer Irrigation District** this 12th day of June, 2024.

Signed By Brad Benke
Title President

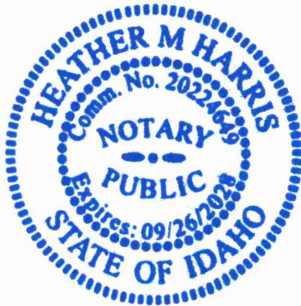
ACKNOWLEDGEMENT

STATE OF IDAHO)
)ss
County of Canyon)

On this 12th day of June, 2024, personally appeared before me, the undersigned notary, Brad Benke, known to me to be the official of the **Pioneer Irrigation District** who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said District, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)



Heather M. Harris
Notary Public in and for the
State of Idaho
Residing at Nampa, ID
My commission expires 09/26/2028

ACKNOWLEDGEMENT

STATE OF _____)
)ss
County of _____)

On the ____ day of _____, 2024, personally appeared before me, the undersigned notary, _____, known to me to be the official of the **City of Meridian**, who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City of Meridian, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)

Notary Public in and for the
State of _____
Residing at _____
My commission expires _____

ACKNOWLEDGEMENT

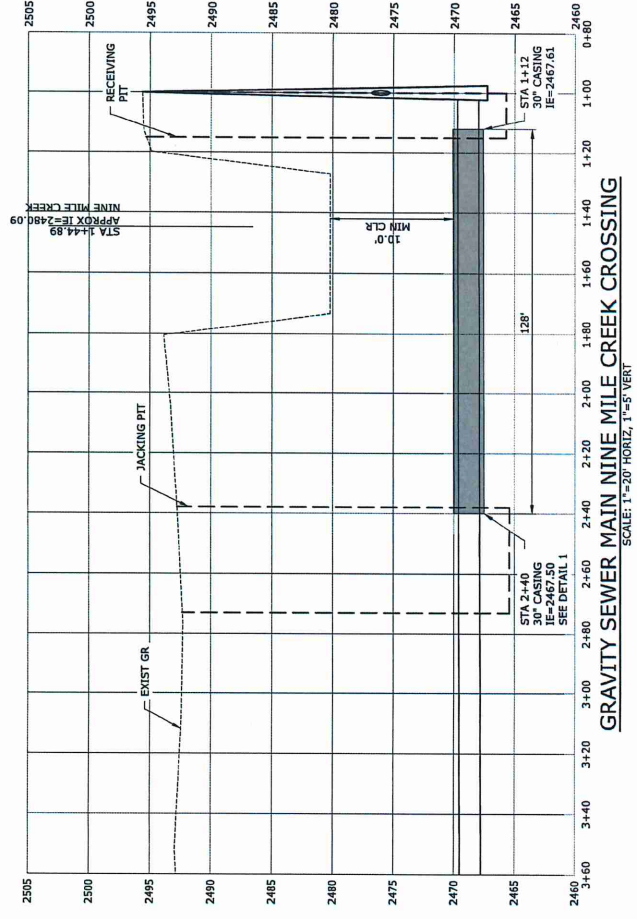
STATE OF IDAHO)
)ss
County of Ada)

On the ____ day of _____, 2024, personally appeared before me Bryan R. Horsburgh, to me known to be the official of the **United States of America** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

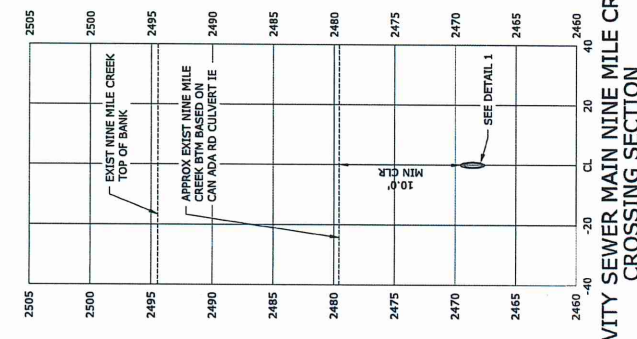
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

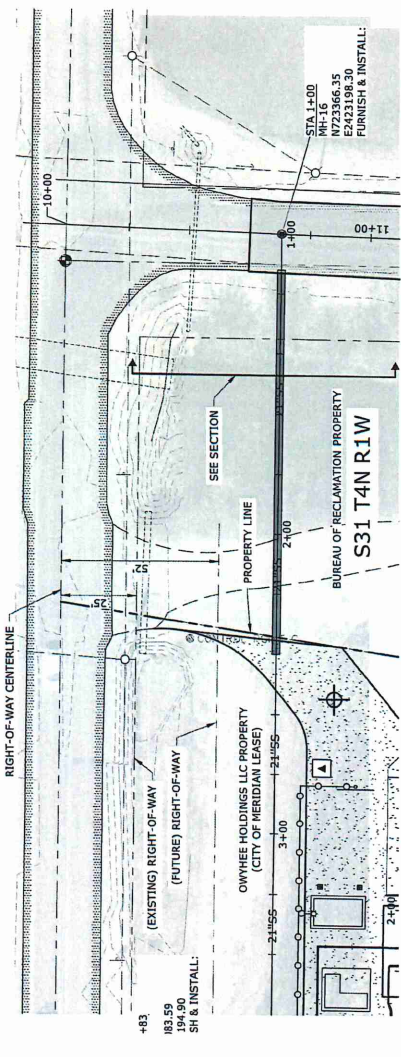
Notary Public in and for the
State of Idaho
Residing at _____
My commission expires _____



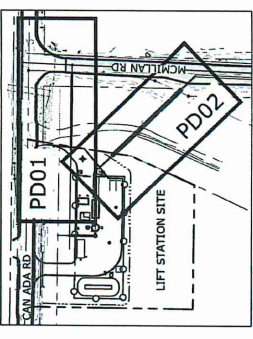
GRAVITY SEWER MAIN NINE MILE CREEK CROSSING
SCALE: 1"=20' HORIZ, 1"=5' VERT



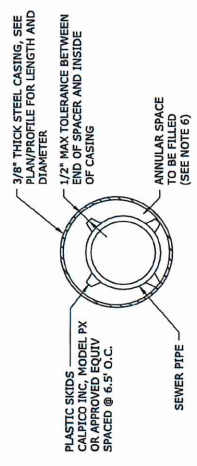
GRAVITY SEWER MAIN NINE MILE CREEK CROSSING SECTION
SCALE: 1"=20' HORIZ, 1"=5' VERT



PLAN
SCALE: 1"=20'



KEY MAP
SCALE: 1"=100'



- NOTES:**
1. VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO CONSTRUCTION.
 2. PIPE CASING ASSEMBLY SHALL BE INSPECTED BY MERIDIAN PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.
 3. WATER-TIGHT BOOTS SHALL BE INSTALLED ON EACH END OF THE PIPE CASING.
 4. BELL RESTRAINTS ARE REQUIRED ON ALL BELL AND SPIGOT PRESSURE SEWER PIPING PLACED WITHIN THE CASING.
 5. IN EMERGENCY SITUATIONS AND WITH WRITTEN APPROVAL OF THE CITY ENGINEER OR THE INSPECTOR AS THE ENGINEERS REPRESENTATIVE, REDWOOD SKIDS MAY BE USED PER ISPMVC SD-307, SECTION A-A.
 6. THE ANNUAL SPACE BETWEEN THE CARRIER PIPE AND CASING PIPE SHALL BE FILLED IN ACCORDANCE WITH SECTIONS 308 AND 310.



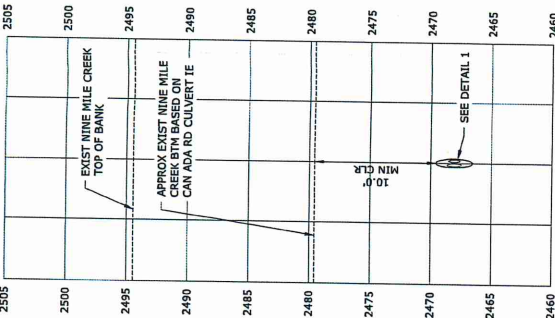
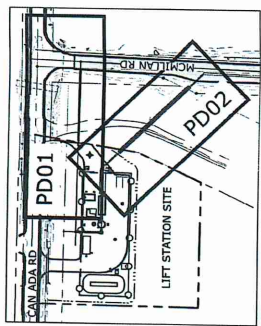
90% - SUBMITTAL

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|------------------------------------|---------|--------|----------|-------|-------------|
| PROJECT NO.: | 21-3270 | SCALE: | AS SHOWN | DATE: | AUGUST 2023 |
| TRENCHLESS CROSSING DETAILS | | | | | |
| NINE MILE CREEK | | | | | |
| GRAVITY SEWER MAIN | | | | | |
| SHEET PD01 of X | | | | | |

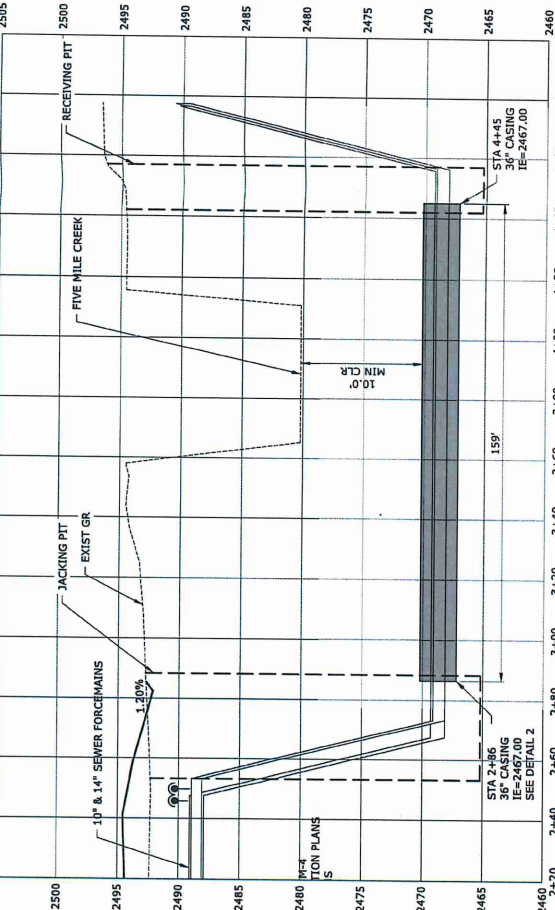
CITY OF MERIDIAN
CAN ADA LIFT STATION

| | |
|--|-----------------|
| PRELIMINARY ONLY DO NOT USE FOR CONSTRUCTION | |
| AUGUST 2023 | |
| Consor www.consor.com | |
| DTA | DESIGNED |
| DTA | DRAWN |
| DMB | CHECKED |

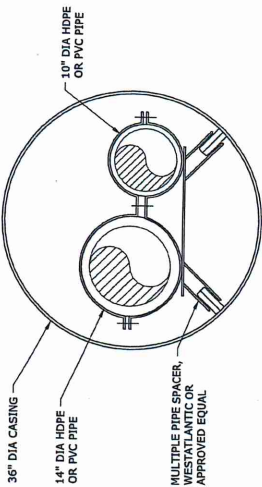
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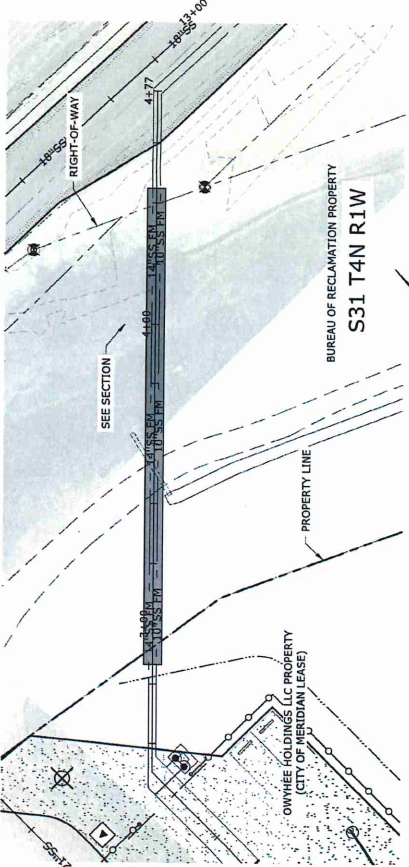
PRESSURE SEWER MAIN NINE MILE CREEK CROSSING SECTION
SCALE: 1"=20' HORIZ, 1"=5' VERT



PRESSURE SEWER MAIN NINE MILE CREEK CROSSING
SCALE: 1"=20' HORIZ, 1"=5' VERT



MULTIPLE PIPE CASING SPACER
SCALE: N/S



PLAN
SCALE: 1"=20'

90% - SUBMITTAL

| | | | |
|--|------|--|--|
| PROJECT NO.: 21-5270 SCALE: AS SHOWN DATE: AUGUST 2023 | | SHEET PD02 of X | |
| CITY OF MERIDIAN CAN ADA LIFT STATION | | TRENCHLESS CROSSING DETAILS NINE MILE CREEK PRESSURE SEWER MAINS | |
| | | | |
| PRELIMINARY ONLY FOR THE INFORMATION OF THE CLIENT AUGUST 2023 CONSOR www.consor.com | | DTN DESIGNED DTM DRAWN DMB CHECKED | |
| NOTICE 0 1/2 1 IF THIS BAR DOES NOT MEASURE 1/2 INCH TO SCALE | | REVISION | |
| NO. | DATE | BY | |