March 23, 2015

To: ACHD Commission
From: Development Review Section
Tim Nicholson, P.E.
Subject: Interagency License Agreement Addendum
Meeting Date: April 1, 2015

FACTS & FINDINGS:

1. The City of Kuna (“Licensee”) desires to use the Right-of-Way for the limited purposes of installation of pressure irrigation. The original Master Interagency License Agreement was executed on June 16, 2014. The purpose of this Second Addendum to Interagency License Agreement is to extend the pressure irrigation system across and under the public rights-of-way of Ten Mile Road, 2nd Street, Avenue B, and 4th Street.

2. Idaho Code § 67-2332 expressly authorizes the Licensee and ACHD to enter into agreements to perform any governmental service activity, or undertaking that is authorized by law and within the power, privilege or authority of said agencies.

3. Ada County Highway District Legal staff has reviewed and approved the License Agreement for form and content.

RECOMMENDATION:

1. Approve the License Agreement Addendum and authorize the President to endorse.

ATTACHMENTS:

1. Interagency License Agreement Addendum
2. Original Interagency License Agreement
SECOND ADDENDUM TO MASTER LICENSE AGREEMENT FOR
A MUNICIPAL PRESSURE IRRIGATION SYSTEM WITHIN THE
PUBLIC RIGHTS-OF-WAY
BETWEEN
CITY OF KUNA, IDAHO
AND THE
ADA COUNTY HIGHWAY DISTRICT

THIS SECOND ADDENDUM TO MASTER LICENSE AGREEMENT FOR A MUNICIPAL PRESSURE IRRIGATION SYSTEM WITHIN THE PUBLIC RIGHTS-OF-WAY (the "Second Addendum to Master License Agreement") is made and entered into this ___ day of ____________, 2015 by and between ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (hereinafter referred to as "ACHD" or "Licensor") and the CITY OF KUNA, IDAHO, an Idaho municipal corporation, (hereinafter referred to as "City of Kuna" or "Licensee"); WITNESSETH:

RECITALS

A. The parties entered into a Master License Agreement for a Municipal Pressure Irrigation System within the Public Rights-of-Way dated June 16, 2014 and recorded in the records of Ada County as Instrument No. 2014-079818 ("Master License Agreement").

B. The Master License Agreement indicated that the term “Pressure Irrigation System” shall mean the City of Kuna’s pressure irrigation system that lies within the Public Right-of-Way as described in Exhibit A to the Master License Agreement and extensions of the Pressure Irrigation System shall be referred to as an addendum commencing with “Addendum No. 1”.

C. By this Second Addendum to Master License Agreement, the parties desire to incorporate into the Master License Agreement the following: (1) letter of request dated February 11, 2015, attached hereto as Exhibit “A”; and (2) the Construction Plans for pressure irrigation facilities associated with the Kuna Pressure Irrigation Pipelines Project – Bid Packages A, B, and C which are to be owned and operated by the City of Kuna, generally located in the public right-of-way of Ten Mile Road south of Deer Flat to south of W. Heartland Drive; 2nd Street from west of Avenue A to east of Avenue A; Avenue B from 2nd Street to 4th Street; and 4th Street from Elm to Franklin, attached hereto as Exhibit “B”.

SECOND ADDENDUM TO MASTER LICENSE AGREEMENT - 1
AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals, which are incorporated in this Second Addendum to Master License Agreement and in consideration of the premises and the agreements hereinafter contained, ACHD and the City of Kuna agree as follows:

SECTION 1. RECITALS. The recitals above are incorporated into this Second Addendum to Master License Agreement.

1.1 The terms "Right-of-Way" and "Pressure Irrigation System" as referred to in Section 1 of the Master License Agreement recorded in the records of Ada County as Instrument No. 2014-079818 shall mean the City of Kuna's pressure irrigation system that lies within the Public Right-of-Way and depicted in Construction Plans for pressure irrigation facilities associated with the Kuna Pressure Irrigation Pipelines Project – Bid Packages A, B, and C which are to be owned and operated by the City of Kuna, generally located in the public right-of-way of Ten Mile Road south of Deer Flat to south of W. Heartland Drive; 2nd Street from west of Avenue A to east of Avenue A; Avenue B from 2nd Street to 4th Street; and 4th Street from Elm to Franklin, attached hereto as Exhibit "B".

SECTION 2. LICENSE, REVOCABLE AND NON-EXCLUSIVE.

2.1 Pursuant to Sections 2 and 6 of the Master License Agreement, ACHD hereby grants and extends to Licensee a license for extension of the Pressure Irrigation System across and under the public right-of-way of Ten Mile Road south of Deer Flat to south of W. Heartland Drive; 2nd Street from west of Avenue A to east of Avenue A; Avenue B from 2nd Street to 4th Street; and 4th Street from Elm to Franklin, attached hereto as Exhibit "B", and such license shall include the uses, terms and conditions set forth in Master License Agreement.

SECTION 3. Restatement of Master License Agreement. All terms and conditions of the Master License Agreement, except as modified by this Second Addendum to Master License Agreement, shall apply to, and are hereby incorporated into this Second Addendum to Master License Agreement as if fully set forth herein.

SECTION 4. Miscellaneous.

4.1 Binding Effect.
This Second Addendum to Master License Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

4.2 Attorneys' Fees.

Should any party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Second Addendum to Master License Agreement, or to protect its interest in any matter arising under these agreements, or to recover damages for the breach of these agreements, or to resolve any disagreement in interpretation of these agreements, the unsuccessful party in any final judgment entered therein agrees to reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment.

4.3 Counterparts.

This Second Addendum to Master License Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum to Master License Agreement the day and year first above written.

CITY OF KUNA:

CITY OF KUNA, an Idaho Municipal corporation

By: 

Its: Mayor

ACHD:

ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho

By: 

Its:
STATE OF IDAHO

County of Ada

On this 18th day of March, 2015, before me, Mike Borzick, a Notary Public in and for the State of Idaho, personally appeared W. Greg Nelson, known or identified to me to be the Mayor of the City of Kuna, the person who executed this instrument on behalf of said City, and acknowledged to me that the City of Kuna 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 Idaho
Residing at: Kuna, ID
My commission expires: 10/4/19

STATE OF IDAHO

County of Ada

On this day of ____________, 2015, before me, ______________________, a Notary Public in and for the State of Idaho, personally appeared, ____________________, known or identified to me to be the __________________ of the Ada County Highway District, the person who executed this instrument on behalf of said District, and acknowledged to me that the Ada County Highway District 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 Idaho
Residing at: ____________________
My commission expires: ______________

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.
February 11, 2015

Mr. Tim Nicholson, P.E.
c/o Ada County Highway District
3775 Adams Street
Garden City, Idaho 83714

Re:  Master License Agreement – City of Kuna/ACHD - Addendum No. 2
     Pressure Irrigation Facilities in Right-of-way
     Ten Mile, 2nd Street, Avenue B, 4th Street Project

Dear Mr. Nicholson;

Pursuant to that certain Master License Agreement, by and between the City of Kuna and Ada County Highway District, the City of Kuna hereby requests an Addendum to said Agreement to be titled ADDENDUM NO. 2. The Addendum shall consist of two exhibits, namely:

1. This letter of Request; and
2. A PDF format copy of construction plans previously reviewed and approved by the City Engineer of the City of Kuna. We understand our consultant (Keller Associates) discussed this project with you.

Project – The project is sponsored by the City of Kuna and the pressure irrigation facilities depicted are to be owned and operated by the City of Kuna. The City of Kuna owns and operates a municipal pressure irrigation system in compliance with Title 50, Chapter 18 of Idaho State Code and generally is doing business under the name of KUNA MUNICIPAL IRRIGATION DISTRICT.

Project Location – The project is generally located both in the right-of-way and within private property. Portions in right-of-way are as follows: Ten Mile Road from south of Deer Flat to south of West Heartland Drive; 2nd Street from west of Avenue A extended to east of Avenue A extended; Avenue B from 2nd Street to 4th Street; and 4th Street from Elm to Franklin.

The two exhibits are being transmitted electronically via e-mail. If there are questions concerning this request, feel free to contact the City Engineer at 287-1727.

Sincerely,

Gordon N. Law
Kuna City Engineer

Enclosure

Exhibit A
1. Existing pipeline from record drawings and survey. Generation to field verify locations and connections before connecting.

2. Prior to construction, contractor shall ensure that potable water main/pressure main is disconnected and capped at all tie-ins. Contractor is responsible for locating existing utilities. Where existing utilities will be excavated, it is recommended that the contractor hire a reputable vacuum truck contractor for material excavation in these areas.

3. Areas disturbed by construction shall require surface repair to meet current grade prior to construction.

4. Install fittings to deflect pipe horizontally and vertically where possible. Use pipe gaskets in joints to minimize use of fittings. Do not deflect pipe greater than 5 degrees of manufacturer's maximum recommended angle.

5. Provide concrete thrust blocks at each vertical or horizontal change in direction, per ASME B31.3.4.3.

6. Contractor to provide utility support for existing utilities as required.

**Sheet Keynotes:**

- 12: 12-inch pipe, CR-50 (CR 11)
- 20: 20-inch cap
- 21: 12-inch valve
- 3: 3-inch valve
- 33: Type Y surface repair

**Legend:**

- Existing grade
- Existing pipe
- CR-50 (CR 11)
- 20-inch cap
- 12-inch valve
- 3-inch valve
- Type Y surface repair
- Gravel, silt, or sand repair
- Maintain and protect existing utility
- Minimum cover required, per irrigation note T (CR 603)
- Protect existing RMU

**Scale:**

- Drawn at a Scale of 1"=20'0" actual
- As noted
MASTER INTERAGENCY LICENSE AGREEMENT
FOR A MUNICIPAL PRESSURE IRRIGATION SYSTEM WITHIN THE
PUBLIC RIGHTS-OF-WAY
BETWEEN
CITY OF KUNA, IDAHO
AND THE
ADA COUNTY HIGHWAY DISTRICT

THIS MASTER INTERAGENCY LICENSE AGREEMENT FOR A MUNICIPAL
PRESSURE IRRIGATION SYSTEM WITHIN THE PUBLIC RIGHTS-OF-WAY,
including all Addendums and documents incorporated herein by reference, hereinafter
referred to as the “Agreement”) is made and entered into as of the _16_ day of June,
2014 (the “Effective Date”), between the ADA COUNTY HIGHWAY DISTRICT,
a body politic and corporate of the State of Idaho (“ACHD” or “Licensor”) and with an
address for purposes of notices at 3775 Adams Street, Garden City, ID 83714, and the
CITY OF KUNA, IDAHO, an Idaho municipal corporation (“City of Kuna” or
“Licensee”) and with an address for purposes of notices at P.O. Box 13, Kuna, Idaho
83634.

RECITALS

WHEREAS, ACHD is a single county-wide highway district in and for Ada
County, Idaho pursuant to Idaho Code, Chapter 14, Title 40, with the exclusive
jurisdiction over the public Right-of-Way in Ada County; and

WHEREAS, the City of Kuna is a duly authorized municipal corporation formed
pursuant to the laws of the state of Idaho, which has established a city irrigation system to
supply and deliver irrigation water to its customers pursuant to Idaho Code Section
50-1801 et seq.; and

WHEREAS, Idaho Code Section 50-1809 grants the City of Kuna the power to
construct, enlarge, diminish, alter, or change all irrigation ditches, aqueducts, pipelines,
flumes, canals or laterals within its corporate limits that may be necessary to convey,
control, distribute, apportion and regulate such irrigation water to its inhabitants; and

WHEREAS, the City of Kuna intends to construct, install, operate, maintain, and
repair parallel to and within the Right-of-Way, its Municipal Pressure Irrigation System;
and

WHEREAS, The Parties enter into this Agreement, subject to amendment by
mutual agreement of the parties from time to time for the purpose of adding subject
location evidencing extensions to the Pressure Irrigation System (each such amendment
shall be referred to and incorporated herein as an “Addendum”), to use the Right-of-Way
for the limited purpose to construct, install, operate, maintain, and repair the Pressure
Irrigation System using non-potable water for external landscaping to the residents of the City of Kuna with property connected to its Pressure Irrigation System; and

WHEREAS, the City of Kuna is willing to enter into this Agreement and covenant with ACHD to put specific guarantees in place in exchange for ACHD authorizing a License to the City of Kuna for the Pressure Irrigation System within the Right-of-Way.

AGREEMENT

NOW, THEREFORE, for and in consideration of foregoing Recitals, which are made a part of the Agreement, and not mere Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Certain capitalized terms are defined in the body of this Agreement and/or in the Recitals above. The following terms, whether in the singular or in the plural, when used in this Agreement (including the Recitals) and initially capitalized, shall have the meaning specified below:

1.1. “Agreement” shall have the meaning set forth above in the introductory paragraph.

1.2. “Authorizations” shall mean all governmental or municipal approvals and authorizations; all rights-of-way; and all leases, licenses, consents, or other agreements necessary to construct, install, maintain, and repair a Pressure Irrigation System and to grant irrigation rights to third parties.

1.3. “Highway” shall have the meaning set forth in Section 6 below.

1.4. “License” shall mean authorization to use the specific Right-of-Way for the Term, subject to the terms and conditions of this Agreement.

1.5. “Licensee” shall mean the City of Kuna and its successors and assigns who have an authorized License to use the Right-of-Way pursuant to this Agreement.

1.6. “Licensor” shall mean ACHD with respect to granting a License to the City of Kuna for the placement of the Pressure Irrigation System within the Right-of-Way.

1.7. “Pressure Irrigation System” shall mean the City of Kuna’s pressure irrigation system, which includes the irrigation systems and facilities including the pipe, pump, gate, irrigation box, valving or other equipment, system, and device used to transport, receive, produce, or distribute via pressurized pipe irrigation water to the property owners within the Pressure Irrigation System for delivery purposes. For purposes of this Agreement, “Pressure Irrigation System” shall mean only that portion of the pressure irrigation system that lies within the Right-of-Way as described in Exhibit A attached hereto. Pursuant to the terms of this Agreement, the extensions of the Pressurized Irrigation System shall be referred to as an addendum commencing with “Addendum No. 1” and all future
Addendums shall be numbered and shall reference this Agreement and Ada County Recorder’s Instrument Number. The City of Kuna shall upon compliance with Section 2 of this Agreement, prepare and execute each Addendum prior to ACHD’s approval and execution. ACHD shall record any and all Addendums as provided herein. Any singular reference to “Pressure Irrigation System” shall apply to the plural use of such term and *vice versa*.

1.8. **“Right-of-Way”** means a public right-of-way, street, or alley under the jurisdiction of ACHD and includes a public right-of-way which was accepted on behalf of the public by deed of purchase, fee simple title, road book, authorized easement, by prescriptive easement, or by plat and shall include public easements granted to ACHD for sidewalk, drainage, slope, and other purposes. All references to “Right-of-Way” used in this Agreement to refer to the location of the Pressure Irrigation System within Right-of-Way shall be limited to Right-of-Way held by ACHD as a permanent easement, and not as fee simple property.

1.9. **“Term”** shall have the meaning set forth in Section 6 below.

2. **Licensee’s Obligations.**

2.1. **Design and Construction.** Licensee shall, at Licensee’s cost and expense, design, construct, operate and maintain the Pressure Irrigation System in accordance with good engineering practices and any applicable laws, rules and regulations, including but not limited to, the Idaho Standards for Public Works Construction.

2.1.1. Licensee shall provide a certification by a professional engineer licensed in the state of Idaho that each installation of the Pressure Irrigation System is constructed after the date of this agreement, and is in accordance with all applicable laws. The Pressure Irrigation System design and construction shall include record drawings, and copies of test results that verify trench compaction, and pressure tests per accepted industry standards for all Pressure Irrigation System facilities.

2.1.2. In approving such plans and specifications, ACHD assumes no responsibility for any deficiencies or inadequacies in the design or construction of the Pressure Irrigation System, and the responsibility therefore shall be and remain with Licensee.

2.1.3. Licensee shall install the Pressure Irrigation System within the Right-of-Way as authorized and permitted by ACHD.

2.1.4. Inspecting and testing shall be accomplished by ACHD or a third party designated by ACHD. All cost associated with the inspection shall be charged to the Licensee. All results shall be provided to ACHD promptly and prior to the operation of the Pressure Irrigation System.

2.1.5. Licensee shall diligently and continuously prosecute the construction, repair and maintenance of the Pressure Irrigation System.
3. **Access.**

3.1. If permissions and Authorizations from other parties are necessary to obtain access to construct, operate and maintain the Pressure Irrigation System, it is the responsibility of Licensee to obtain such permissions and Authorizations.

3.2. Unless otherwise specifically agreed, Licensee shall be responsible for all “one-call” (Digline) responses for the Pressure Irrigation System. All costs associated with Licensee’s access to the Pressure Irrigation System will be borne by the Licensee.

3.3. Licensee shall be responsible for the relocation of any existing utilities located on the Right-of-Way as may be required in connection with any construction or installation of the Pressure Irrigation System in the Right-of-Way.

4. **Permit.** If the proposed construction and installation of the Pressure Irrigation System, or any reconstruction, relocation or maintenance thereof requires Licensee to obtain a permit under ACHD rules and regulations, Licensee shall first obtain such permit from ACHD’s Construction Services division before commencing such work, and pay the required fees and otherwise comply with the conditions set forth therein.

5. **Construction Warranty.** Licensee or its contractor shall provide ACHD warranty for the work and material associated with the construction of the Pressure Irrigation System. The initial minimum warranty period is one (1) year, which will commence upon ACHD’s acceptance of the Pressure Irrigation System. ACHD and the City of Kuna agree that ACHD shall require a two (2) year minimum warranty on future extensions to the Pressurized Irrigation System.

6. **License, Revocable and Non-Exclusive.**

6.1. **License.** Pursuant to ACHD rules and regulations, ACHD hereby grants to Licensee, upon satisfactory completion of construction and installation of the Pressure Irrigation System, a *non-exclusive and revocable* License during the Term to access and use the Right-of-Way in accordance with Idaho Code Section 18, Title 50. In accordance with the definition of “Right-of-Way” as set forth in Section 1 above, this grant of license is limited to Right-of-Way held by ACHD. The License is personal to the Licensee and may not be assigned, transferred, or conveyed for any purpose during the Term without the express prior written consent of ACHD.

6.2. **License Fee.** Any ACHD license fees shall be waived in accordance with ACHD-CITY Interagency Governmental Agreement for Waiver of Costs and Fees and incorporated herein by reference. Licensee shall, however, reimburse ACHD for costs associated with the License granted herein, and shall pay ACHD’s out-of-pocket administrative and engineering expenses for (i) construction permit and inspection fees for Licensee’s work in ACHD’s Right-of-Way, and (ii), the review and approval of design, construction, and operation and maintenance plans.
6.3. **Emergency Response Costs.** Licensee shall pay all emergency response costs assessed by ACHD to Licensee for responding to emergencies caused in whole or in part by Licensee’s use of the public Right-of-Way, damages to ACHD or its roadway facilities caused by the Pressure Irrigation System. ACHD shall charge standard employee rates, plus benefits, and its per diem equipment rates.

6.4. **Term.** The term of this Agreement and License shall commence on the Effective Date and continue thereafter for a period of fifty (50) years ("**Term**").

6.5. **Future Ordinances.** Licensee agrees and acknowledges that ACHD may pass an ordinance or resolution that modifies the terms and conditions of the Agreement that imposes additional rules and regulations regarding the Pressure Irrigation System and other utilities in the Right-of-Way. Upon passage of such ordinance or resolution, Licensee may terminate the Agreement and the License granted hereunder upon ninety (90) days notice to ACHD.

**Restrictions on Use.** This Agreement and License is subject to the terms and conditions of the applicable law and other authorizations. The License is limited to the use of the Right-of-Way for the Pressure Irrigation System. The Pressure Irrigation System will remain the sole and exclusive property of Licensee, which will at all times be and remain the Licensee’s personal property, except as otherwise provided in this Agreement.

6.5.1. Licensee may only use the Pressure Irrigation System for Licensee’s own purposes during the Term and shall not sub-license any portion of the License.

6.5.2. Licensee shall not use its Pressure Irrigation System in a way that is not authorized or interferes with or adversely affects the use of the Right-of-Way.

6.6. **Non-Exclusive.** This Agreement does not extend to Licensee the right to use the Right-of-Way to the exclusion of ACHD for any use within its jurisdiction, authority and discretion or of others to the extent authorized by law to use Right-of-Way.

6.6.1. **Open Highway.** If the Right-of-Way has been accepted as an open public Highway (as used in this Agreement, the term “**Highway**” is as defined in Idaho Code § 40-109(5)), Licensee’s authorized use is subject to the rights of the public to use the Right-of-Way for Highway purposes.

6.6.2. **Easement Holders.** This License is subject to and subordinate to the rights of holders of easements of record and the statutory rights of utilities to use the Right-of-Way.

6.6.3. **Future Third Party Licenses or Easements.** This Agreement it is not intended to, and shall not, preclude or impede the ability of ACHD to enter into grant easements or other license agreements in the future allowing third parties to also use the Right-of-Way, or the ability of ACHD to redesign, reconstruct, relocate, maintain and improve the Right-of-Way as it determines necessary, in its sole discretion.
6.6.4. **Relocation of Pressure Irrigation System.** If during the Term of this Agreement, ACHD requires, in its sole discretion, at any time, and from time to time, that the Highway on and/or adjacent to the Right-of-Way be widened and/or realigned, redesigned, improved and/or reconstructed, or otherwise modified, the Licensee hereby accepts responsibility for any and all costs for relocating, modifying or otherwise adapting the Pressure Irrigation System to such realignment and/or relocation and/or reconstruction if required by ACHD, which shall be accomplished by Licensee according to designs, plans and specifications Approved in advance by ACHD in writing; provided Licensee may elect to terminate this Agreement in lieu of complying with this responsibility. Any future relocation of the Pressure Irrigation System that lies within Right-of-Way, whether or not deemed necessary by ACHD, shall be moved at the sole expense of the Licensee and Licensee agrees to be bound and comply with ACHD rules and regulations regarding utility relocations and any subsequent amendments.

6.6.4.1. Licensee shall assume any and all financial responsibility for itself and ACHD relating to any future placement or relocation of the Pressure Irrigation System as well as any relocation of public utilities located within the public Right-of-Way that is necessitated by the placement or future relocation of the Pressure Irrigation System.

6.6.4.2. Licensee shall have access over, across and under the Right-of-Way for the purposes of accomplishing any such future placement or relocation.

6.6.5. **Waiver and Estoppel Statement.** In consideration of ACHD’s grant of the License, Licensee expressly covenants and agrees that the License granted herein is non-transferable, and merely a permissive use of the Right-of-Way pursuant to this Agreement. Licensee further acknowledges and agrees that it specifically assumes the risk that the License pursuant to this Agreement may be terminated before Licensee has realized the economic benefit of the cost of installing, constructing, repairing, or maintaining the Pressure Irrigation System, and Licensee hereby waives and estops itself from asserting any claim, including damages or reimbursement, that the License is in any way irrevocable because Licensee has expended funds on the Pressure Irrigation System and the Agreement has not been in effect for a period sufficient for Licensee to realize the economic benefit from such expenditures.

6.6.6. **Removal and Restoration.** Upon termination of this Agreement for breach, Licensee shall promptly remove the Pressure Irrigation System, however, ACHD and Licensee may agree in writing that some or all of such improvements are to remain in the Right-of-Way following termination. Licensee shall repair and restore all portions of ACHD’s Right-of-Way and personal property, if any, that is damaged during such removal activities to its condition immediately prior to such removal and damage. Any portion of Licensee’s Pressure Irrigation System remaining in the Right-of-Way ninety (90) days after the termination of this Agreement shall be deemed abandoned and ACHID shall have the right to remove and charge all costs to Licensee. Should Licensee fail or neglect to promptly remove the Pressure Irrigation System,
System and restore the Right-of-Way, ACHD may do so, and assess Licensee for the costs thereof.

7. **Repair and Maintenance of Licensed Pressure Irrigation System.** During the Term, Licensee shall operate and maintain the Pressure Irrigation System at Licensee’s cost and expense in accordance with the provisions of this Agreement, applicable law and the approved Operation and Maintenance Manual.

7.1. **Routine Maintenance.** The Licensee shall cause the Pressure Irrigation System to be operated and maintained in good working order during the Term. Non-emergency work that is reasonably expected to result in interference or interruption of the Pressure Irrigation System must be coordinated between the parties, and performed in accordance with the approved Operation and Maintenance Manual.

7.1.1. Any repairs or maintenance, of the Pressure Irrigation System shall also be accomplished in accordance with designs, plans and specifications approved in advance and in writing by ACHD as required to satisfy applicable laws, its policies and good engineering practices at the sole expense of the Licensee.

7.1.2. In approving such plans and specifications, ACHD assumes no responsibility for any deficiencies or inadequacies in the design or construction of the Pressure Irrigation System, and the responsibility therefore shall be and remain with the Licensee. Licensee shall have access over, across and under the Right-of-Way for the purposes of accomplishing any such repair and maintenance pursuant to the permit to be obtained pursuant to Section 4 above.

7.2. **Emergency Repairs.** The Licensee shall perform all emergency repairs and maintenance to the Pressure Irrigation System. Any and all costs associated with such emergency repairs and maintenance performed upon the Pressure Irrigation System shall be Licensee’s responsibility including any costs with repairing the Right-of-Way in accordance with ACHD rules and regulations.

7.2.1. Licensee shall provide adequate assurance that Licensee is diligently pursuing remedial action. If Licensee fails to initiate and diligently pursue repair, then ACHD may, but shall not be obligated to, effect repair or replacement to prevent any damage to the public Right-of-Way. Licensee shall reimburse ACHD for all reasonable costs and expenses so incurred within thirty (30) days after receipt of an invoice, which shall include backup documentation for all charges. Failure to reimburse said costs and expenses shall result in a termination of the License, as well as other legal remedies and awards available to ACHD as a result of such failure.

7.2.2. Licensee shall coordinate all maintenance and repair activities with ACHD. Licensee may hire contractors to perform their maintenance and repair obligations. All contractors performing such work shall be licensed and bonded to work in ACHD Right-of-Way and shall obtain all necessary permits from ACHD to perform such work.
7.3. **Damage to Right of Way.** If any portion of the Right-of-Way is damaged as a result of:

7.3.1. The performance by Licensee of the maintenance required or the failure or neglect to perform such maintenance; and/or

7.3.2. Licensee design, installation or use of the Pressure Irrigation System, regardless of cause; and/or

7.3.3. Failure of the Pressure Irrigation System and/or trenches relating thereto, regardless of cause,

then, the Licensee, at its sole cost and expense shall forthwith correct such deficiency and restore the Right-of-Way to the same condition it was in prior thereto, and if Licensee or its successors and assigns shall fail or neglect to commence such correction and restoration within twenty-four (24) hours of notification thereof, ACHD may proceed to do so, in which event Licensee agrees to reimburse ACHD for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.

Should an emergency exist related to the Pressure Irrigation System that threatens the stability or function of the Right-of-Way or property adjacent to the Right-of-Way or the safety of the public use thereof, ACHD shall first contact the City of Kuna to determine if it is responding to the emergency; and if the City of Kuna is not responding the emergency within fifteen (15) minutes, only then shall ACHD have the unconditional and unquestionable authority to immediately and indefinitely discontinue the operation of the Pressure Irrigation System (including, but not limited to shutting off water control valves and disconnecting power from the pumping system) as are necessary in ACHD’s sole discretion to protect the Right-of-Way and/or adjacent property from instability, damage or malfunction and Licensee, shall indemnify, defer and hold ACHD harmless from any and all claims or actions for loss of any kind whatsoever arising from ACHD’s exercise of such authority.

If, as authorized in this section, ACHD discontinues the operation of the Pressure Irrigation System, it shall be the responsibility of the Licensee, at its sole cost and expense to perform the necessary repairs to the Pressure Irrigation System and to make all necessary repairs to and otherwise restore, the Right-of-Way and/or property before ACHD will allow the Pressure Irrigation System to be placed back into service.

If the Licensee fails to immediately perform necessary emergency repairs to the Pressure Irrigation System and make all necessary repairs to and otherwise restore, the Right-of-Way and/or property adjacent the Right-of-Way, ACHD shall also have the right to make all necessary repairs to and otherwise restore, the Right-of-Way and/or adjacent property, on behalf of, and at the cost of Licensee, and in such case,
Licensee, agrees to reimburse ACHD the costs and expenses thereof, including, without limitation, the use of staff and equipment of ACHD.

8. **Representations Regarding Authorizations.** Licensee represents, warrants, and covenants as of the date hereof, and as of the date of each Addendum incorporated herein, that:

8.1. Licensee’s execution, delivery, and consummation of this Agreement by the Licensee have been duly approved by the City of Kuna’s city council in accordance with applicable law and any instruments governing Licensee. No approval or consent of any person, firm, or other entity is required to be obtained by the Licensee to permit it to consummate this Agreement.

8.2. Licensee’s use of the Right-of-Way will be in accordance with all Federal, State, and local laws, rules, regulations, codes, statutes, and subject to all Authorizations; and

8.3. Licensee has obtained all Authorizations, approvals and consents necessary to use the Pressure Irrigation System in the Right-of-Way; and

8.4. Licensee has the full right and authority under the Authorizations to enter into this Agreement and perform its obligations hereunder, and the same will not violate the authorizations or approvals (with or without the giving of notice or the lapse of time or both) or require any consent, approval, filing or notice under or under any provision of any law, rule, regulation, court order, judgment, or decree applicable to the Licensor; and

8.5. Licensee will perform all work related to access and use of the Pressure Irrigation System in a professional and workmanlike manner in accordance with industry standards.

8.6. Licensee has the capacity to provide long term operations and maintenance and a positive means for assessment of Pressure Irrigation System costs.

8.7. Any work performed by Licensee in ACHD’s Right-of-Way shall be in full compliance with ACHD’s rules and regulations as it presently exists, or as it may be hereafter amended.

9. **Default and Termination.**

9.1. If Licensee defaults in the performance of any obligations incumbent upon it to perform hereunder, ACHD may terminate this Agreement and the rights extended to Licensee hereunder at any time, effective at the end of sixty (60) days following the date ACHD provided written notice of intent to terminate to Licensee which notice shall specify in detail, each and every alleged default(s). Licensee shall have such sixty (60) day period to correct and cure the specified defaults, and if so corrected and cured, to the satisfaction of ACHD, this Agreement shall not be terminated but shall continue in full force and effect. Notwithstanding the foregoing, emergency repairs must be cured within one (1)
day after receipt of such notice from ACHD, and shall not be subject to the sixty (60) day cure period outlined above.

9.2. Upon the failure the Licensee to timely cure any default, ACHD may (i) terminate the License and/or this Agreement; (ii) take such action as it determines, in its sole discretion, to be necessary to correct the default; and/or (iii) pursue any legal remedies it may have under applicable law or principles of equity relating to such breach.

9.3. If ACHD defaults in the performance of its obligations under the terms and provisions of this Agreement in the time and manner required herein, Licensee shall only be entitled to non-monetary damages remedies, such as specific performance, declaratory relief, and injunctive relief.

10. Indemnification and Limitation of Liability.

10.1. ACHD SHALL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR REIMBURSEMENT OR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, ANY DAMAGES ARISING OUT OF ANY CLAIM FROM ANY CUSTOMER FOR LOSS OF SERVICES) ARISING UNDER THIS AGREEMENT OR FROM ANY BREACH OF THIS AGREEMENT.

10.2. Licensee (and each party comprising Licensee, jointly and severally) shall indemnify, defend, and hold harmless ACHD and its elected and appointed officials, employees, agents, and contractors from and against any and all claims or actions for loss, liability, cost, injury, death, damages, mechanics and other liens, arising out Licensee’s (and Licensee’s owners’, employees’, contractors’, agents’, and Licensee’s successors’ and assigns’) construction, installation, design, use, operation, repair, maintenance, and removal, of the Pressure Irrigation System, or that otherwise results from the use, operation, maintenance, design, construction, installation, repair, and occupation of the Right-of-Way by Licensee or any of the foregoing parties, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by Licensee (it being specifically agreed that ACHD as the indemnitee may retain its own counsel in connection with any such action, and Licensee shall be solely responsible for any attorney fees and costs incurred by ACHD).

10.3. ACHD shall, subject to the limitations hereinafter set forth, indemnify, defend, and hold Licensee, and its partners, managers, shareholders, members, officers employees, agents, and contractors, harmless from and against any and all liabilities, losses, costs and expenses, including reasonable attorneys’ fees, which are based upon or arise out of property damage or personal injury or death caused by ACHD’s acts or omissions, and the acts or omissions of its employees, agents or contractors. Any such indemnification hereunder by the ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho
Code). Such indemnification hereunder by the ACHD shall in no event cause the
liability of the ACHD for any such negligent act to exceed the amount of loss, damages,
or expenses of attorney fees attributable to such negligent act, and shall not apply to loss,
damages, expenses, or attorney fees attributable to the negligence of Licensee.

10.4. When a party has actual knowledge of a claim falling within the other party’s
indemnification obligations, such party shall promptly so notify the other party
and provide reasonable assistance and information appropriate to the defense of
the claim(s). In no event shall the party against whom the claim is asserted have
the right to pay, settle or compromise such claim without the prior written
consent of the party who may be obligated for such indemnity. The parties agree
that they will not unreasonably withhold their consent to any such payment,
settlement or compromise. Nothing contained herein shall operate as a limitation
on the right of any party to bring an action for damages, including consequential
damages, against any third party (i.e., any person other than ACHD, Licensee,
and their respective appointed or elected officials, officers, directors, agents,
employees, contractors, and partners) based on any acts or omissions of such
third party as such acts or omissions may affect Right-of-Way or the
construction, operation, repair, or maintenance of the Pressure Irrigation System.

10.5. For any claims or actions arising out of failures or neglects occurring during the
Term of this Agreement, Licensee’s obligations pursuant to this Section 10 shall
survive the termination of this Agreement.

11. **Compliance with Law, Waste and Nuisance Prohibited.** In connection with
Licensee’s use of the Right-of-Way, throughout the term of this Agreement, the
Licensee covenants and agrees to: (i) comply and observe in all respects any and
all, federal, state and local statutes, ordinances, policies, rules and regulations,
including, without limitation, those relating to traffic and pedestrian safety, the
Clean Water Act and/or to the presence, use, generation, release, discharge,
storage or disposal in, on or under the Right-of-Way of any Hazardous Materials
(defined as any substance or material defined or designated as hazardous or toxic
waste, material or substance, or other similar term, by any federal, state or local
environmental statute, regulation or occurrence presently in effect or that may be
promulgated in the future); (ii) obtain any and all permits and approvals required
by ACHD or any other unit of government; and (iii) commit no waste or allow
any nuisance on the Right-of-Way. Licensee covenants and agrees to indemnify
and hold ACHD harmless from and against any and all claims, demands,
damages, liens, liabilities and expenses (including without limitation, reasonable
attorneys' fees), arising directly or indirectly from or in any way connected with
the breach of the foregoing covenant. These covenants shall survive the
termination of this Agreement.

12. **Insurance.**

12.1. Licensee, or its contractor, at its sole cost and expense shall maintain public
liability and property damage insurance with a minimum liability limit of One
Million Dollars ($1,000,000) per occurrence or claim and Three Million Dollars ($3,000,000) in the aggregate insuring to such limits against all liability of Licensee arising out of and in connection with its use or occupancy of the Right-of-Way hereunder. During the Term, Licensee, or its contractor, shall maintain not less than the following insurance:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Amount of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation Insurance</td>
<td>Statutory Amount</td>
</tr>
<tr>
<td>Employer's Liability Occupational Disease and Bodily Injury Insurance</td>
<td>$1 million each accident</td>
</tr>
<tr>
<td></td>
<td>$1 million disease each employee</td>
</tr>
<tr>
<td></td>
<td>$1 million disease-policy limit</td>
</tr>
<tr>
<td>Commercial General Liability Insurance, including premises-operations,</td>
<td>Combined single limit personal injury and property damage on an</td>
</tr>
<tr>
<td>products/completed operations, independent contractors, contractual</td>
<td>occurrence policy form with policy amounts of (i) not less</td>
</tr>
<tr>
<td>(blanket), broad form property damage, with umbrella excess liability</td>
<td>than $1 million per occurrence (without a limitation on aggregate</td>
</tr>
<tr>
<td>(collectively, “Comprehensive Coverage”)</td>
<td>amount); or (ii) not less than $1 million per occurrence with an</td>
</tr>
<tr>
<td></td>
<td>aggregate annual amount of not less than $3 million</td>
</tr>
<tr>
<td>Automobile Liability Insurance for owned, hired and non-owned autos</td>
<td>$1 million combined single limit bodily injury/property damage</td>
</tr>
</tbody>
</table>

12.2. The comprehensive general liability policies and umbrella excess liability policies of Licensee shall contain a provision naming ACHD as Additional Insureds.

12.3. Prior to commencement of any work pursuant to this Agreement or any subsequent Addendum, the Licensee must furnish to ACHD the applicable certificates of insurance identifying the certificate holder as Additional Insured as provided in Section 11.2, and stating that the insurer will endeavor to notify ACHD at least thirty (30) days prior to cancellation of, or any material change in, the coverage provided. On or before January 1st of each year during the Term, and upon the request of ACHD at any time, Licensee will provide ACHD with a
certificate of insurance indicating that the required insurance in the required amounts is in full force and effect.

12.4. The foregoing insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations of the Licensee, or its contractor, under this Agreement.

13. **Acknowledgment.** Notwithstanding any other provision of this Agreement, Licensee acknowledges as follows (i) Nothing in this Agreement shall be construed to allow Licensee any waiver or relief from any of the processes, rules and regulations that the Licensee must follow in order to comply with ACHD rules, regulations or to obtain any future Addendums or other approvals; (ii) Nothing herein shall be construed to grant any legal entitlement or vest any right to the Licensee; (iii) Nothing in this Agreement shall be construed to create any monetary liability against ACHD; and (iv) Nothing in this Agreement shall be construed to provide any claim or benefit to a third party.

14. **Licensee Assumes Risk.** Licensee acknowledges that any and all risk associated with the Pressure Irrigation System lies solely with the Licensee and any other conditions presently known or unknown. Licensee assumes all risks and acknowledges that it is solely responsible for ensuring that the Pressure Irrigation System is designed, constructed, operated and maintained in accordance with any and all applicable laws, ordinances, regulations, and policies.

15. **Assignment.** Licensee cannot sell, assign or otherwise transfer this Agreement, the License granted by ACHD to Licensee hereunder, or any of its rights hereunder except with the prior written consent of ACHD, in its sole discretion. In the event of any assignment approved by ACHD, the assignee shall assume all obligations, warranties, covenants and agreements of Licensee herein contained.

16. **Successors and Assigns.** This Agreement may be assigned upon written consent of the parties and such consent shall not be unreasonably withheld. All provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns and shall survive any transfer or assignment by a party or their heirs, successors or assigns. This Agreement shall remain effective notwithstanding the expiration, cancellation, termination or completion of this Agreement as may be necessary for any party to enforce the terms and provisions of this Agreement.

17. **Facility Location.** ACHD reserves the right to designate the location of the Pressure Irrigation System and related facilities to minimize the number of cuts or openings in the public Right-of-Way for the purposes granted by this Agreement.

18. **Recordation and Term.** Upon execution, this Agreement and each subsequent Addendum shall be recorded by ACHD in the official Real Property Records of Ada County, Idaho. This Agreement shall be referenced in each preliminary and final plat for the development that is submitted for approval.
19. **No Title in Public Right-of-Way.** Licensee shall have no right, title or interest in or to the Right-of-Way other than a temporary right to locate the Pressure Irrigation System pursuant to this Agreement.

20. **No Costs to ACHD.** Any and all costs and expenses associated with any construction or installation of the Pressure Irrigation System in the Right-of-Way, or the repair, operation, and maintenance thereof, or the relocation of Pressure Irrigation System, shall be at the sole cost and expense of Licensee.

21. **Notice.**

21.1 Any and all notices given by any of the parties hereto shall be in writing and deemed delivered when either: (i) delivered personally, or (ii) deposited in the United States Mail, certified, return receipt requested, postage prepaid; and, in any case, addressed to the other party at the address set forth in Section 1, or at such other mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

21.2 Any party may change its notice address(es) by written notice to the other parties.

21.3 Notice shall be effective on the date of the addressee’s receipt or refusal, as the case may be.

22. **Dispute Resolution.** Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of thirty (30) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then the parties may seek resolution by exercising any rights or remedies available to any party at law or in equity. Notwithstanding the foregoing, this provision shall not apply to the extent ACHD seeks injunctive relief to enforce any of its rights or remedies set forth in this Agreement.

23. **Miscellaneous.**

23.1 **Independent Party/Relationship.** The relationship between the parties shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes. The parties agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
23.2 **Applicable Law.** This Agreement shall be interpreted and enforced under the laws of the State of Idaho without regard to its conflicts of law provisions.

23.3 **Jurisdiction.** The state courts of the state of Idaho shall have exclusive jurisdiction of any suit, dispute, claim, demand, controversy, or cause of action that the parties may now have or at any time in the future claim to have based in whole or in part or arising from the negotiations, execution, interpretation, or enforcement of this Agreement. The parties submit to the in personam jurisdiction of the State, to venue in the state courts within the State, and consent to service of process being affected upon them by certified mail sent to the addresses set forth in this Agreement.

23.4 **Superseding Effect.** With respect to all matters covered by this Agreement, this Agreement shall supersede previous proposals by the Licensee and previous actions of ACHD staff and the Commission, whether or not formalized into writing.

23.5 **Amending Effect.** If any provision of this Agreement is unenforceable, it shall be deemed stricken from this Agreement and shall have no effect on any other provision. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible. This Agreement shall, to the extent of any conflict with any ACHD conditions of approval, modify, amend and supplement the same.

23.6 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of parties and their respective representatives, successors and assigns.

23.7 **Drafting.** All parties have been represented by counsel and no party shall be deemed to be the drafter of this document for purposes of interpreting an ambiguity against the drafter.

23.8 **No Third Party Beneficiaries.** This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary of this Agreement.

23.9 **No waiver.** No waiver shall be valid unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach or obligation shall constitute a waiver of any subsequent breach or obligation.

23.10 **No liens.** Licensee shall allow no liens or encumbrances in any fashion to attach to or encumber the Pressure Irrigation System located within ACHD's Right-of-Way to any property, real or personal, owned by ACHD.
23.11 **Attorney Fees.** In the event of any controversy, claim, suit, proceeding or action being filed or instituted between the parties to enforce the terms and conditions of this Agreement, or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorneys' fees, including fees on appeal, incurred by the prevailing party. The prevailing party will be that party who was awarded judgment as a result of trial. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

23.12 **Headings.** The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

23.13 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

23.14 **Incorporation by Reference.** The Recitals, Exhibits and all subsequent Addendums to this Agreement are incorporated by reference into the body of this Agreement as if such Recitals, Exhibits and Addendums were set forth in their entirety in this Agreement.

23.15 **Time of the Essence.** Time shall be of the essence for all events and obligations to be performed under this Agreement.

23.16 **Debt Limitation.** Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution. If ACHD is precluded from committing to make certain future payments due hereunder, this Section will apply. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under due under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to Licensee of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

23.17 **Entire Agreement.** This Agreement, including all Exhibits referred to herein, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral.
23.18 **Amendments.** This Agreement and any of the provisions hereof may not be amended, altered, or added to in any manner except by a written document signed by an authorized representative of each party.

23.19 **Authority.** The person executing this Agreement on behalf of ACHD represents and warrants due authorization to do so on behalf of ACHD, and that upon execution of this Agreement on behalf of ACHD, the same is binding upon, and shall inure to the benefit of, ACHD. Each person executing the Agreement on behalf of Licensee represents and warrants due authorization to do so on behalf of the applicable party comprising the Licensee, and that upon execution of this Agreement on behalf of Licensee, the same is binding upon, and shall inure to the benefit of Licensee and each entity that comprises the Licensee.

**Signature page follows.**
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written. Notary acknowledgments follow this signature page.

ACHD:

ADA COUNTY HIGHWAY DISTRICT,
a body politic and corporate of the State of Idaho

By: 

Its: President

CITY OF KUNA:

CITY OF KUNA, an Idaho municipal corporation

By: 

Its: Mayor
STATE OF IDAHO )
      ) ss.
County of Ada )

On this 4th day of June, 2014, before me, the undersigned notary public for said state, personally appeared John S. Franden, known or identified to me (or proven on the basis of satisfactory evidence) to be the President of the County of Ada, State of Idaho, and acknowledged to me that the Ada County Highway District executed the same.

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

[Signature]
Notary Public
Residing at Boise, Idaho
Comm. Expires August 13, 2019

STATE OF IDAHO )
      ) ss.
County of Ada )

On this 16th day of June, 2014, before me, the undersigned notary public for said state, personally appeared W. W. Murphy, known or identified to me (or proven on the basis of satisfactory evidence) to be the Mayor of the City of Kuna, State of Idaho, and acknowledged to me that the City of Kuna, State of Idaho executed the same.

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

[Signature]
Notary Public
Residing at Meridian, Idaho
Comm. Expires 1/9/2017
EXHIBIT A

Depiction of Each Pressure Irrigation System

[See attached]