HENRY MILLER RECLAMATION DISTRICT NO. 2131

TEMPORARY PIPELINE LICENSE AGREEMENT

Shareholder: _____ Account #: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____ Phone: _____

Water User: _____ Account #: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____ Phone: _____

HMRD Facility Name: _____ APN: _____

Location Description: _____

Fields to be Irrigated: _____

PROPOSED TEMPORARY FACILITIES

☐ Temporary Pump Discharge CFS / GPM: _____ Meter Serial #: _____

☐ Temporary Pipeline Crossing Pipe Size (inches): _____ Material: _____

☐ Other: _____

TO BE COMPLETED BY HMRD

Description of Approved Installation:

HMRD Canal Operator must inspect the flow meter before any irrigation events can begin.

Inspection Date: _____ Agreement Start Date: _____

Removal Date: _____

HMRD Approval: _____ Agreement Expiration Date: _____

HMRD TEMPORARY PIPELINE LICENSE AGREEMENT TERMS AND CONDITIONS

1. The location and installation of all temporary facilities must be approved by HMRD Engineering Department and follow any applicable HMRD Engineering Standards and other HMRD policies that might apply to the specific situation.
2. This license will expire 120 calendar days after the date of HMRD's approval, unless agreed to in writing to be sooner, with the approval date being the date documented by HMRD.
3. Upon expiration of the license agreement, the Shareholder/Water User will restore HMRD facilities and Right of Way to the condition prior to construction of the temporary facilities which shall be determined to HMRD's satisfaction within 15 calendar days of the expiration date of the temporary license. In the event damage is done to HMRD facilities, or not restored to HMRD's satisfaction, HMRD shall, at its discretion, either stop deliveries of water to the parcel until repairs or restoration to HMRD facilities are complete, and/or, HMRD shall complete the repairs or restoration at the expense of the Shareholder/Water User.
4. Shareholder/Water User acknowledges they will not discharge any water to HMRD facilities, and further agrees they assume responsibility to dispose of all needed discharges. Shareholder/Water User may not use the Property for any other purpose or business without obtaining HMRD prior written consent.
5. Shareholder/Water User shall be responsible for maintenance and repair of the pipeline. Should the pipeline require maintenance or repair, Shareholder/Water User will use best efforts consistent with industry best management practices to avoid damage to any facility. Shareholder/Water User, including, but not limited to Shareholder/Water User's tenants, agents, employees, and consultants, shall be responsible for any damages to the pipeline and HMRD facilities resulting from Shareholder/Water User's farming activities. Shareholder/Water User shall promptly repair any damage to HMRD facilities at Shareholder/Water User sole expense.
6. To the fullest extent permitted by law, Shareholder/Water User agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of the HMRD facilities and/ or Water, except for any such claims arising out of the sole negligence or willful misconduct of HMRD or its directors, officers, employees, consultants, agents, contractors, or authorized volunteers. Shareholder/Water User agrees to defend, hold harmless, and indemnify HMRD, its directors, officers, employees, consultants, agents, contractors, or authorized volunteers against any and all such injuries, damages, and claims. This indemnification agreement shall not be restricted to any insurance proceeds.
7. Shareholder/Water User further agrees to maintain in full force during the term of this License, at Shareholder/Water User's own expense, a policy of comprehensive liability insurance, including bodily and personal injury liability and property damage, which will insure Shareholder/Water User and HMRD against liability for injury to persons, damage to property, and death of any person occurring in or about the Property. The policy shall be approved as to form and insurance by HMRD. The insurance shall be not less than $500,000 each occurrence and shall name HMRD as additional insured. Shareholder/Water User shall provide HMRD with a copy of the policy within fifteen (15) days of agreement. Shareholder/Water User shall ensure the policy survives expiration of this temporary license.
8. Shareholder/Water User understands and agrees that they are solely responsible for procuring approval and permission from other agencies, regulatory bodies, landowners, entities, or anyone who may have concurrent jurisdiction or interest in the impacted facilities. Shareholder/Water User further understands and agrees they, not HMRD, is responsible for compliance with any and all such requirements of said agencies and individuals.
9. Shareholder/Water User agrees to install flow meter(s) per manufacturer's specifications and as approved by HMRD. Each pump associated with this permit will be required to have a flow meter. Each pump and flow meter will be easily accessible by the Canal Operator, and will not be used at multiple sites/parcels.
10. Any installation which will be removed within seven (7) calendar days shall not require a TPLA, but must follow all applicable Temporary Pipeline License Agreement (TPLA) HMRD Engineering Standards and such other HMRD policies that might be applicable, with HMRD reserving discretion to determine such compliance is satisfied before any installation activities commence and the 120-day, or such other shorter term agreed to in writing, begins.

Signature of Shareholder (Required):_____ Date:_____

Signature of Water User (If Applicable):_____ Date:_____