LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this day of December, 2020, between The City of Rapid City (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, (Western), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amending thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

Western concurs that the City of Rapid City’s Elk Vale Lift Station Gravity Main and Force Main Upgrade Crossing (FACILITY) proposed by the LICENSEE will not interfere with the operation and maintenance of Western’s New Underwood-Rapid City #2, 115-kV Transmission Line, if constructed in the manner and at the location shown on Exhibit A, attached hereto and made a part hereof.

In consideration of Western’s concurrence, the LICENSEE agrees to the following:

(a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.

(b) This license is only valid provided the FACILITY is constructed, operated, and maintained in conformance with the attached Exhibit A. Any relocations, changes, or upgrades require additional concurrence by Western. LICENSEE agrees to alter or relocate its FACILITY, at no cost to Western, to accommodate future modifications of Western’s facilities, including but not limited to, upgrades of the transmission line.

(c) That before operating construction equipment capable of contacting or approaching within 11 feet or less of the 115-kV transmission line, the LICENSEE or his authorized representative agrees to obtain from Western a “Special Work Permit” and to work under the limits and conditions of the safe working area defined therein.

(d) Licensee shall notify Western at least 30 days prior to commencing installation of the FACILITY to permit inspection by WESTERN. Contact Mr. Greg Fuhrmann, Line Foreman, Rapid City, SD Field Station Office, 605-381-8038, or Mr. Cody Kinsley, Line Supervisor, Huron Maintenance Office, at 605-353-2555.
(e) To abide by and comply with all applicable Federal, State and local laws and building and safety codes.

(f) This agreement shall be binding on the successors or assigns of LICENSEE and Western; however, it shall not be assigned by LICENSEE without prior written consent of Western.

(g) LICENSEE agrees to indemnify and hold harmless WAPA, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage arising out of LICENSEE’s, its agents, contractors, or subcontractors use of the land covered by this License Agreement, except to the extent any such loss, damage or liability is caused by the negligence or willful misconduct of WAPA, its employees, or agents.

LICENSEE

City of Rapid City

By: ____________________________

Steve Allender
Mayor

THE UNITED STATES OF AMERICA

Western Area Power Administration

By: ____________________________

Timothy J. Alme,
South Dakota
Maintenance Manager

By ____________________________

Pauline Sumption
Finance Director