

LICENSE AGREEMENT

This LICENSE AGREEMENT, is made and entered into this ____ day of _____, 2023, by and between NAMP & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "District", and

MERIDIAN DEVELOPMENT CORPORATION ("**MDC**"),
Whose address is: 104 E. Fairview Ave. #239, Meridian, ID 83642, and

CITY OF MERIDIAN, a political subdivision and
municipality of the State of Idaho ("**CITY**"),
Whose address is: 33 E. Broadway, Meridian, ID 83642,

Unless otherwise provided MDC and the CITY are hereinafter collectively referred to as the "Licensee",

W I T N E S S E T H:

WHEREAS, the District owns the irrigation ditch or lateral known as the HUNTER LATERAL (hereinafter referred to as "ditch or lateral"), an integral part of the irrigation and drainage works and system of the District, together with the easement therefor to convey irrigation and drainage water, to operate, clean, maintain, and repair the ditch or lateral, and to access the ditch or lateral for those purposes; and,

WHEREAS, the District operates, cleans, maintains, repairs and protects the ditch or lateral for the benefit of District landowners; and,

WHEREAS, MDC and the CITY are owners of real property that is servient to the District's ditch or lateral and easement, and is particularly described in the "Legal Description" and/or deeds attached hereto as **Exhibit A** and by this reference made a part hereof; and,

WHEREAS, the ditch or lateral crosses and intersects the real property described in Exhibit A as shown on **Exhibit B**, attached hereto and by this reference made a part hereof; and,

WHEREAS, pursuant to a separate agreement between MDC and the CITY, the CITY shall be responsible for the relocation and construction related to and associated with the relocation of the Hunter Lateral as provided herein and MDC shall be responsible for the future maintenance and repair obligations for said Hunter Lateral upon completion of said construction/relocation as provided herein; and

WHEREAS, MDC and the CITY desire a license to cross, encroach upon or modify said ditch or lateral and/or the District's easement under the terms and conditions of this License Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements

and conditions hereinafter set forth, the parties agree as follows:

A. Acknowledgment of the District's Easement.

1. Licensee acknowledges that the District's easement for the ditch or lateral includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or lateral, and to access the ditch or lateral for said purposes, and is a minimum of 40 feet, 20 feet on either side of the centerline.

B. Scope of License

1. The Licensee shall have the right to modify the ditch or lateral or encroach upon the District's easement along the ditch or lateral in the manner described in the "Purpose of License" attached hereto as **Exhibit C** and by this reference made a part hereof.

2. Any crossing, encroachment upon or modification of the ditch or lateral and/or the District's easement shall be performed and maintained in accordance with the "Special Conditions" stated in **Exhibit D**, attached hereto and by this reference made a part hereof. Any difference or discrepancy between the items listed in Exhibit C, "Purpose of License," and any plans or drawings referenced in or attached to Exhibit D shall be resolved in favor of Exhibit C. Licensee shall only be permitted to cross, encroach upon or modify the ditch or lateral and/or the District's easement as described in Exhibit C even if any plans or drawings referenced or attached to Exhibit D provide or show otherwise.

3. This License Agreement pertains only to the Licensee's crossing, encroachment upon or modification of the ditch or lateral and/or the District's easement for the purposes and in the manner described herein. The Licensee shall not excavate, discharge, place any structures, nor plant any trees, shrubs or landscaping within the District's easement, nor perform any construction or activity within the District's easement for the ditch or lateral except as referred to in this License Agreement without the prior written consent of the District.

4. The Licensee recognizes and acknowledges that the license granted by this License Agreement pertains only to the rights of the District as owner of an easement. The District has no right or power to create rights in the Licensee affecting the holder of title to the property subject to the District's easement. Any such rights affecting fee title must be acquired by the Licensee from the holder of title to the property. Should CITY and/or MDC fail to obtain such rights from the holder of title to the property or should the rights obtained prove legally ineffectual, CITY and/or MDC, as applicable, shall, to the fullest extent permitted by Idaho law, hold harmless, indemnify and defend the District from any claim by any party arising out of or related to such failure of rights and at the option of the District this License Agreement shall be of no force and effect.

C. Facility Construction, Operation, Maintenance and Repair

1. Licensee agrees that the work performed and the materials used in any construction permitted by this License Agreement shall at all times be subject to inspection by the District and the District's engineers, and that final acceptance of the such work shall not be made until all such work and materials shall have been expressly approved by the District. Such approval by the District shall not be unreasonably withheld.

2. Each facility ("facility" as used in this License Agreement means any object or thing installed by the Licensee on, over or in the vicinity of the District's easement) shall be constructed, installed, operated, maintained, and repaired at all times by the Licensee at the cost and expense of the Licensee.

3. Licensee agrees to construct, install, operate, maintain and repair each facility and conduct its activities within or affecting the District's easement so as not to constitute or cause:

- a. a hazard to any person or property;
- b. an interruption or interference with the flow of irrigation or drainage water in the ditch or lateral or the District's delivery of irrigation water;
- c. an increase in seepage or any other increase in the loss of water from the ditch;
- d. the subsidence of soil within or adjacent to the easement;
- e. an interference with the District's use of its easement to access, operate, clean, maintain, and repair the ditch or lateral;
- f. any other damage to the District's easement and irrigation or drainage works.

4. The CITY and MDC agree, to the fullest extent permitted by Idaho law, to indemnify, hold harmless, and defend the District from all claims for damages arising out of any of the their respective construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation or drainage works which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any facility.

5. The Licensee shall, upon demand of the District, remove any facility or repair any alteration of the District's easement which interferes with the District's operation and maintenance of the ditch or lateral, or causes or contributes to any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and or drainage works. The District shall give reasonable notice to the Licensee, and shall allow the Licensee a reasonable period of time to perform such maintenance, repair, and other work, except that in cases of emergency the District shall attempt to give such notice as is reasonable under the circumstances. The District reserves the right to perform any and all work which the Licensee fails or refuses to perform within a reasonable period of time after demand by the District. The Licensee agrees to pay to the District, on demand, the costs which shall be reasonably expended by the District for such purposes. Nothing in this paragraph shall create or support any claim of any kind by the Licensee or any third party against the District for failure to exercise the options stated in this paragraph, and the Licensee shall, to the fullest extent permitted by Idaho law, indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to the terms of this paragraph, except for claims arising solely out of the negligence or fault of the District.

D. District's Rights Are Paramount

1. The Licensee understands and agrees that the ditch or lateral is a manmade channel that was constructed and is used and maintained by the District for the exclusive purpose of conveying irrigation or drainage water to lands within the District. As such, Licensee further acknowledges and agrees that the ditch or lateral does not constitute a natural or navigable watercourse or stream.

2. The parties hereto understand and agree that the District has no right in any respect to impair the uses and purposes of the irrigation or drainage works and system of the District by this License Agreement, nor to grant any rights in its irrigation or drainage works and system incompatible with the uses to which such irrigation or drainage works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

3. Nothing herein contained shall be construed to impair the ditch or lateral or the District's easement, and all construction and use of the District's easement by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the District to the use of the ditch or lateral for the transmission and delivery of irrigation or drainage water.

4. The Licensee agrees that the District shall not be liable for any damages which shall occur to any facility in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the ditch or lateral. The Licensee further agrees to suspend its use of the said easement areas when the use of the easement areas is required by the District for maintenance or repair under this or any other paragraph of this License Agreement.

5. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this License Agreement, the license of the Licensee under the terms hereof may be terminated by the District, and any facility, structure, plant, or any other improvement in or over the ditch, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch or lateral by the District with its equipment for the maintenance of the ditch or lateral shall be promptly removed by the Licensee upon demand of the District.

E. Applicable Law and Jurisdiction Unaffected.

1. Neither the terms of this License Agreement, the permission granted by the District to the Licensee, the Licensee's activity which is the subject of this License Agreement, nor the parties exercise of any rights or performance of any obligations of this License Agreement, shall be construed or asserted to extend the application of any statute, rule, regulation, directive or other requirement, or the jurisdiction of any federal, state, or other agency or official to the District's ownership, operation, and maintenance of its canals, laterals, irrigation or drainage works and facilities which did not apply to the District's operations and activities prior to and without execution of this License Agreement.

2. In the event the District is required to comply with any such requirements or is subject to the jurisdiction of any such agency as a result of execution of this License Agreement or the Licensee's activity authorized hereunder, Licensee shall, to the fullest extent permitted by Idaho law, indemnify, hold harmless and defend the District from all costs and liabilities associated with the application of such laws or the assertion of such jurisdiction or, at the option of the District, this License Agreement shall be of no force and effect and the Licensee shall cease all activity and remove any facility authorized by this License Agreement.

F. Indemnification

1. In addition to all other indemnification provisions herein, MDC and CITY each further agree, to the fullest extent permitted by Idaho law, to indemnify, hold harmless and defend the District from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred

by, or asserted against, the District by reason of their respective negligent acts or omissions or those of their respective agents, contractors or subcontractors in performing the construction and activities authorized by this License Agreement.

G. Fees and Costs

1. The Licensee agrees to pay attorney fees and engineering fees charged by the attorney for the District or by the engineers for the District in connection with the negotiation and preparation of this License Agreement.

2. Should any party incur costs or attorney fees in connection with efforts to enforce the provisions of this License Agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this License Agreement, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

H. Miscellaneous

1. No Claims Created. Nothing in this License Agreement shall create or support a claim of estoppel, waiver, prescription or adverse possession by the Licensee or any third party against the District.

2. Amendment and Modification. Any amendment or modification of this License Agreement must be in writing and signed by all parties to be enforceable.

3. Interpreted. This License Agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho. This License Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this License Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this License Agreement shall remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this License Agreement. The catchlines or section headings herein set forth are provided only for the convenience of the parties in locating various provisions of this License Agreement, and are not intended to be aids in interpretation of any provision of this License Agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the License Agreement.

4. Binding Effect. The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, the real property described in **Exhibit A**, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns, including, but not limited to, dedications, transfers and assignments of facilities to public entities.

5. Notices. Any and all notices, demands, consents and approvals required pursuant to this License Agreement shall be delivered to the parties as follows:

Nampa & Meridian Irrigation District
5525 East Greenhurst

See page 1 for Licensee

Nampa, ID 83686

Notices shall be deemed to have been delivered upon hand deposit in the United States mail as provided above.

6. Counterparts. This License Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District has hereunto caused its name to be subscribed and the Licensee has caused its name to be subscribed by its duly authorized officer, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Greg Curtis, Water Superintendent

STATE OF IDAHO)
) ss:
County of Canyon)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared GREG CURTIS, known to me to be the Water Superintendent of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation 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.

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

MERIDIAN DEVELOPMENT CORPORATION,

Nathaniel Mueller
By: Nathaniel Mueller
Its: Vice chairman

STATE OF IDAHO)
)ss.
County of Ada)

On this 27th day of September, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Nathaniel Mueller known or identified to me to be the Vice Chairman of MERIDIAN DEVELOPMENT CORPORATION, the entity that executed the foregoing instrument, and acknowledged to me that said entity 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.



Todd M. Lahey
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission Expires: 10-25-25

THE CITY OF MERIDIAN

By _____

ATTEST:

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of The CITY OF MERIDIAN, the entity that executed the foregoing instrument and acknowledged to me that such entity 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.

Notary Public for _____
Residing at _____, _____
My Commission Expires: _____

EXHIBIT A
Licensee's Property

MDC and the CITY's respective Properties are described in the deeds attached hereto as Exhibit A-1 and by this reference incorporated herein and as described and depicted in the survey attached hereto as Exhibit A-2 and by this reference incorporated herein.

EXHIBIT B
Location of Property/Lateral

See Exhibit D-1 attached hereto.

EXHIBIT C
Purpose of License

The purpose of this License Agreement is to permit and allow Licensee to:

1. pipe and relocate a portion of the Hunter Lateral for a distance of approximately 530 feet in HDPE pipe, including new irrigation boxes;
2. relocate the Hunter Lateral as provided above in the roadways for E. 3rd Street and E. Idaho Avenue and construct and install roadway improvements, including asphalt paving, concrete sidewalks and curbs and gutter within the District's easement for the Hunter Lateral; and
3. construct and install bike racks, street lights, benches, and landscaping consisting of grasses, sprinklers, low lying shrubs and Class I ornamental trees within the District's easement (any trees shall be planted in self-contained planter beds to protect intrusion from the tree roots),

all within or near Licensee's real property described in Exhibit A, Meridian Civic Block/River Caddis Development, located southwest of the intersection of E. 3rd Street and E. Idaho Avenue in Meridian, Ada County, Idaho. No other construction, landscaping or activity is permitted within or affecting the Hunter Lateral or the District's easement. All storm water is to be retained on-site.

EXHIBIT D
Special Conditions

a. The construction described in Exhibit C shall be in performed in accordance the plans attached hereto as Exhibit D-1 and by this reference incorporated herein. The construction, relocation and installation concerning the Hunter Lateral as described herein, and as provided in the attached plans, is being performed by the CITY, and the parties agree the construction, installation and relocation of the Hunter Lateral shall be the responsibility of the CITY and its future successors and assigns. Any and all obligations and responsibilities, including performance of construction in accordance with said plans, shall initially be the responsibility of the CITY and the District shall require the CITY to perform all obligations required under the terms of this License Agreement relating to said construction conditions and requirements. Upon notice of completion of the piping and relocation of the Hunter Lateral provided

herein, MDC, and its successors and assigns, then agrees to assume the maintenance and repair responsibilities for the entirety of the Hunter Lateral piped and relocated provided herein, including the obligations provided in paragraph g. below.

b. MDC and CITY shall notify the District's Superintendent prior to and immediately after their respective construction activities so that he or the District's engineers may inspect and approve the construction.

c. The Hunter Lateral is being relocated into the road rights-of-way of Ada County Highway District (hereinafter "ACHD") for E. 3rd Street and E. Idaho Avenue. Licensee is responsible for obtaining any and all licenses or permission from ACHD to perform construction within said road rights-of-way to pipe and relocated the Hunter Lateral. Additionally, Licensee shall obtain an easement from ACHD for that section of the Hunter Lateral relocated or realigned by Licensee under the terms of this agreement within ACHD's rights-of-way. Execution and delivery of said easement from ACHD is a material and essential term of this agreement and if not executed and delivered, at the option of the District this agreement may be terminated and be of no force and effect. Upon request by Licensee and submission of a legal description to the District, the District shall relinquish its easement along the Hunter Lateral where it has been replaced by relocation of the Hunter Lateral.

d. The realignment, piping, installation, backfill and compaction shall, at a minimum, meet the requirements of the District and standard specifications for such materials and construction, as set forth in the Idaho standards for public works construction or other standards recognized by the city or county in which the piping or realignment for the Hunter Lateral is to be placed.

e. Upon installation of the pipe and relocation of the Hunter Lateral in accordance with the above-referenced plans, the CITY shall provide the District written notice that the facilities installed and work performed by the Licensee are ready for final inspection and approval by the District. Within two (2) weeks after receiving such written notification from the CITY, the District shall perform an inspection and, if the facilities have been constructed and installed and all work has been performed in compliance with the terms of this agreement, the District shall provide written notice to the Licensee of final approval. If the District's engineers perform such inspection, CITY shall pay the District's engineers any reasonable charge in connection therewith.

f. The Licensee shall not fill, alter, or perform any work affecting the Hunter Lateral or the District's easement for the Hunter Lateral, and the old, existing channel of the Hunter Lateral (except for connecting points to the new relocated sections) shall remain open and serviceable for use and maintenance by the District for all irrigation and drainage purposes until and unless the Licensee has received written notice from the District of final approval of the construction and installation of the new ditch, pipe and realignment for the Hunter Lateral as provided in paragraph e. of this agreement. After the Licensee receives notice of final approval from the District, and upon request by Licensee and submission of a legal description to the District, the District shall relinquish its easement along Hunter Lateral where it has been replaced by relocation of the Hunter Lateral by filing a Relinquishment of Easement with the county recorder. Licensee shall be responsible for operation and maintenance associated with the Licensee's backfill of the old, existing Hunter Lateral. MDC and CITY each further agrees, to the fullest extent permitted by Idaho law, to indemnify, hold harmless and defend the District

from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the District by reason of drainage or seepage associated with their backfill of the Hunter Lateral on their respective properties, including, but not limited to, any claims, costs, damages and/or expenses incurred by or asserted against the District by adjoining property owners as the result of drainage or seepage caused by the backfill and relocation of the Hunter Lateral by MDC and CITY.

g. MDC and its successors and assigns shall be responsible for repair and maintenance associated with the Hunter Lateral piped and relocated as part of this License Agreement, including rehabilitation or replacement of the pipe and any boxes installed as part of said piping within ACHD's right-of-way. Maintenance and repairs shall include, but not be limited to, all repairs necessary to preserve the structural integrity of the ditch or lateral and its banks and unobstructed flow of water through such portion of the ditch or lateral and prevent the loss of water from the portion of the ditch or lateral within ACHD's right-of-way. If MDC shall fail in any respect to properly maintain and repair such portion of the ditch or lateral, then the District, at its option, and without impairing or in anyway affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and MDC agrees to pay to the District, on demand, the cost or expense which shall be reasonably expended or incurred by the District for such purposes. The District shall give reasonable notice to Licensee prior to the District's performing such maintenance, repair or other work except that in cases of emergency the District shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by Licensee or any third party against the District for failure to exercise the options stated in this paragraph, and MDC shall, to the fullest extent permitted by Idaho law, indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to MDC's obligation to maintain and repair the ditch or lateral as provided in this paragraph except for claims arising solely out of the negligence or fault of the District.

h. Licensee acknowledges and agrees that should the landscaping or other encroachments need to be removed in order for the District to access, operate, maintain or repair the Hunter Lateral, it shall be Licensee's obligation and cost of removing or replacing the landscaping and/or encroachments. Licensee further agrees that the District shall not be liable for any damages which shall occur to the landscaping or other encroachments in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the Hunter Lateral.

i. Piping and relocation of the Hunter Lateral, and anything affecting the channel of the Hunter Lateral, shall be completed during the non-irrigation season and construction shall not commence prior to October 15, 2023 and shall be completed prior to March 15, 2024. All other construction not affecting the channel of the Hunter Lateral shall be completed within one year of the date of this Agreement. Time is of the essence.

Reviewed By: *Red*

A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY
821 W. State St. / Boise, Idaho 83702
(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/13/03 04:17 PM
DEPUTY Joanne Hooper
RECORDED - REQUEST OF
Pioneer
AMOUNT \$ 00



1

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

Farmers and Merchants State Bank

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

City of Meridian, a municipal corporation

whose address is: 33 East Idaho, Meridian, ID 83642, grantee, the following described real estate, to-wit:

Lots 1, 2, 3, 4 and 5 in Block 2 of Amended Plat of Rowan Addition to Meridian, according to the official plat thereof, filed in Book 2 of Plats at Page 52, official records of Ada County, Idaho.

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision, restrictions, U.S. patent reservations, easements of record and easements visible upon the said premises.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its officers this 26th day of February, 2003.

Farmers and Merchants State Bank

By: *[Signature]*, EVP

STATE OF IDAHO, County of Ada, ss.

On this 26th day of February, in the year of 2003, before me the undersigned, a notary public, personally appeared Edgar Zimmerman known or identified to me to be the Executive Vice President of the corporation that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



[Signature]
Janet L. Bloch
Notary Public of IDAHO
Residing at Boise, Idaho
Commission expires: March 17, 2003

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 08/31/11 01:15 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Borton Law

AMOUNT 16.00 3



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Joe Borton
Borton Lakey Law Offices
1310 N. Main St.
Meridian, ID 83713

(Space Above For Recorder's Use)

QUITCLAIM DEED

For good and valuable consideration the receipt of which is hereby acknowledged, The Meridian Development Corporation, the Urban Renewal Agency for the City of Meridian, ("Grantor"), does hereby release and forever quitclaim unto The Meridian Development Corporation, the Urban Renewal Agency for the City of Meridian ("Grantee"), whose address is 33 East Broadway Ave., Meridian, Idaho 83642, and its heirs, successors and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the real property situated in Ada County, State of Idaho, and more particularly described on Exhibit "A" attached hereto and incorporated by this reference;

TO HAVE AND TO HOLD, all and singular the said real property, together with all appurtenances, tenements, hereditaments, reversions, remainders, rents, issues, profits, rights-of-way, and water rights in anywise appertaining to the real property herein described, as well in law as in equity, unto Grantee, and to its heirs, successors and assigns forever.

WITNESS the hand of said Grantor this 31 day of August, 20 11.

Grantor:

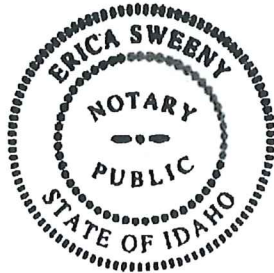
MERIDIAN DEVELOPMENT CORPORATION

By: Julie A. Pipal
Julie Pipal, Chairman

Quitclaim Deed - Pg. 1

STATE OF IDAHO)
) ss.
County of Ada)

On this 31st day of August, 2011, before me a notary public, personally appeared Julie Pipal, known or identified to me, to be the Chairman of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Erica Sweeny
Notary Public for Idaho
Residing at: Boise, Idaho
Commission Expires: 4-19-2016

Quitclaim Deed – Pg. 2

Exhibit A-1, page 3

EXHIBIT A

BOUNDARY DESCRIPTION FOR MERIDIAN DEVELOPMENT CORPORATION

PARCEL 1

A parcel located in Government Lot 3 and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 3 North, Range 1 East, Boise Meridian, and being Lot 9 of Block 6 of the *AMENDED PLAT OF TOWNSITE OF MERIDIAN* as shown in Book 1 of Plats at Page 30 in the office of the Recorder, Ada County, Idaho and Lots 6, 7, 8, 9 and 10 of Block 2 of the *AMENDED PLAT OF ROWAN ADDITION* as shown in Book 2 of Plats at Page 52 in said office of the Recorder, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the southeasterly corner of said Lot 10;

Thence N $88^{\circ}42'24''$ W along the southerly boundary of said Lot 9 of Block 6 and Lots 6, 7, 8, 9 and 10 of Block 2 a distance of 195.76 feet to a 5/8 inch diameter iron marking the southwesterly corner of said Lot 9 of Block 6;

Thence N $0^{\circ}28'34''$ E along the westerly boundary of said Lot 9 of Block 6 a distance of 120.10 feet to a 5/8 inch diameter iron pin marking the northwesterly corner of said Lot 9 of Block 6;

Thence S $88^{\circ}42'46''$ E along the northerly boundary of said Lot 9 of Block 6 and Lots 6, 7, 8, 9 and 10 of Block 2 a distance of 197.62 feet to a 5/8 inch diameter iron pin marking the northeasterly corner of said Lot 10;

Thence S $1^{\circ}21'54''$ W along the easterly boundary of said Lot 10 a distance of 120.11 feet to the POINT OF BEGINNING.

This parcel contains 0.542 acres and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, P.L.S.
Civil Survey Consultants, Incorporated
June 27, 2011



Quitclaim Deed – Pg. 3



WARRANTY DEED

1517000576

For Value Received

SALLYE C. HARPER, a widow, formerly known as SALLYE C. MILLER, also known as SALLYE C. MILLER HARPER

hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto
CITY OF MERIDIAN

hereinafter referred to as Grantee, whose current address is

33 EAST DAWD STREET
MERIDIAN, IDAHO 83642

the following described premises, to-wit:

Lots 5 and 10, and the North 90 feet of Lot 6, 7 and 8, and the East 8.5 feet of the South 30 feet of Lot 6, All in Block 6 of the Meridian Plat of the ORIGINAL TOWNSITE OF MERIDIAN, as shown on the Official plat thereof, filed in Book 1 of Plats at Page 20, Official Records, Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: March 2, 1993.

1517000576

FIRST AMERICAN TITLE CO.

Sallye C. Harper
SALLYE C. HARPER

J. DAVIS
J. DAVIS
RECORDS
500

STATE OF IDAHO

'93 MAR 3 PM 11 07

COUNTY OF ADA

On this 2 day of March, in the year 1993, before me, a Notary Public in and for said State, personally appeared SALLYE C. HARPER, known or identified to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

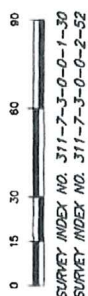
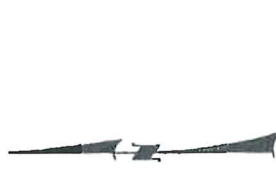


Judith L. Anderson
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: DECEMBER 21, 1995

First American Title Company of Idaho

**A SURVEY FOR THE MERIDIAN DEVELOPMENT CORPORATION LOCATED
IN GOVERNMENT LOT 3 AND THE NE 1/4 OF THE SW 1/4 OF
SECTION 7, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN,
ADA COUNTY, IDAHO.**

**PROPERTY BOUNDARY ADJUSTMENT
RECORD OF SURVEY NO. 9051**



LEGEND

- SET 5/8" IRON PIN WITH PLS 5082 PLASTIC CAP
- FOUND 1/2" IRON PIN
- (100.00') RECORD DATA
- FOUND BRASS CAP MONUMENT
- CALCULATED POINT - NOTHING SET
- FOUND 5/8" IRON PIN

RECORDERS CERTIFICATE
STATE OF IDAHO } ss
COUNTY OF ADA }
FILED FOR RECORD AT THE REQUEST OF GLENN K. BENNETT
AT 55 MINUTES PAST 5 O'CLOCK A.M. THIS 11th DAY OF SEP 2011.
CHRISTOPHER D. RICH, ADA COUNTY RECORDER
BY [Signature] DEPUTY

INSTRUMENT NO. 11074133 RE = \$5.00

CERTIFICATE OF SURVEYOR

I, GLENN K. BENNETT DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR FOR THE STATE OF IDAHO AND THAT THE SURVEY WAS PREPARED FROM A FIELD SURVEY OF THE ABOVE DESCRIBED PROPERTY AND IS AN ACCURATE REPRESENTATION OF SAID SURVEY. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH TITLE 55, CHAPTER 16, IDAHO CODE.



GLENN K. BENNETT
IDAHO NO. 5082

CIVIL SURVEY CONSULTANTS, INC.

1400 E. WATERTOWER ST.
SUITE 100
MERIDIAN, IDAHO 83642
(208)888-4312

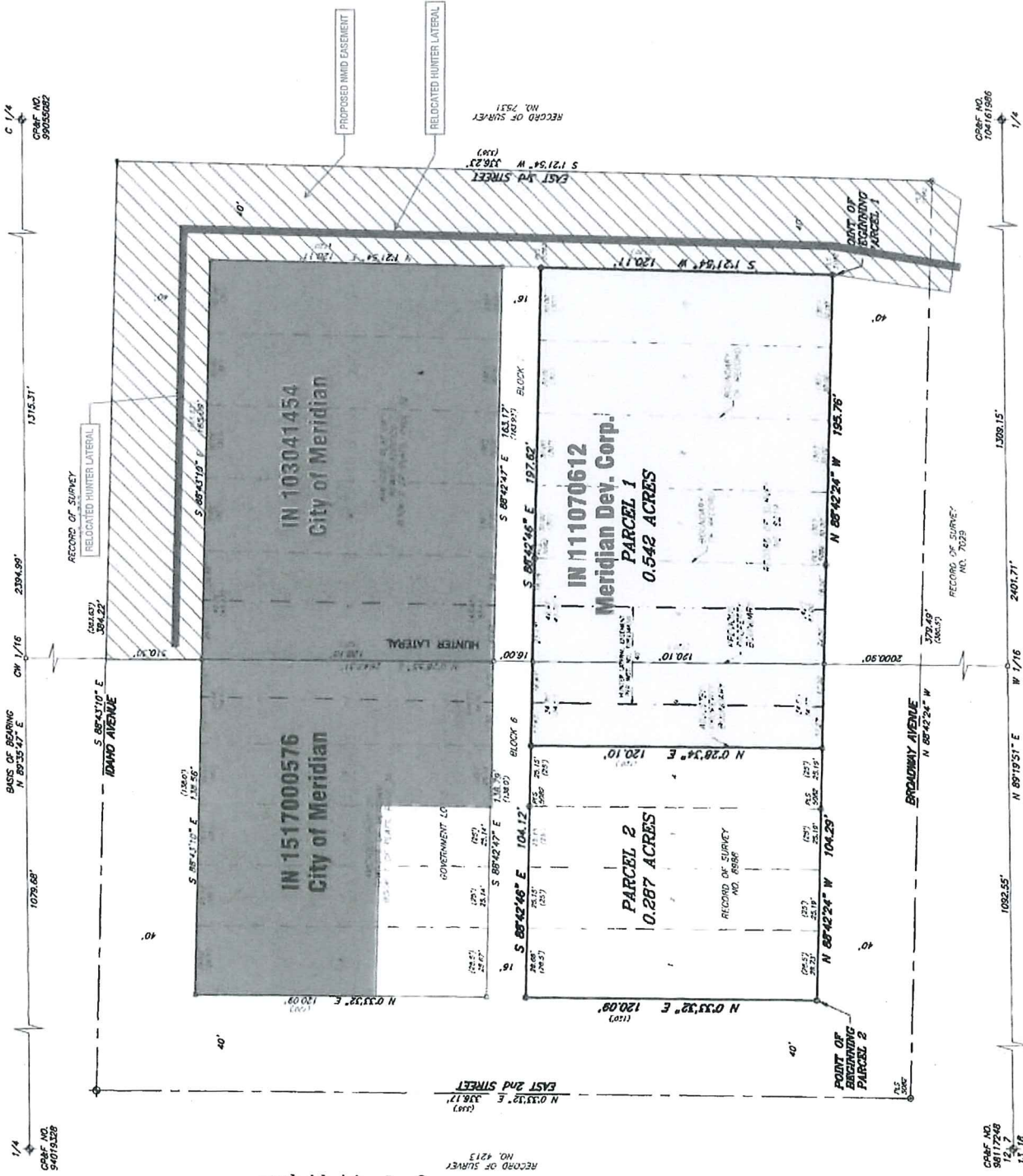


Exhibit A-2

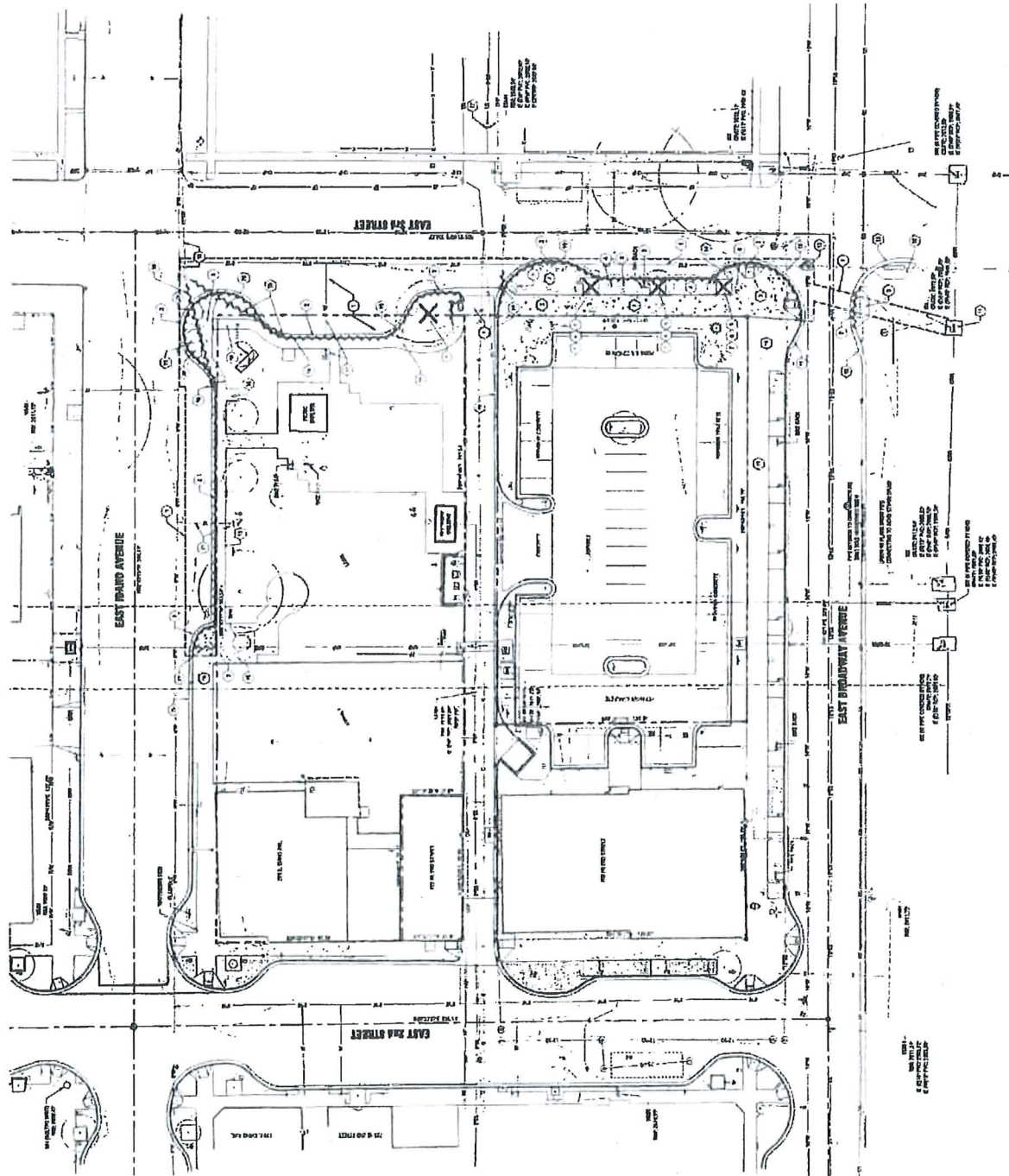
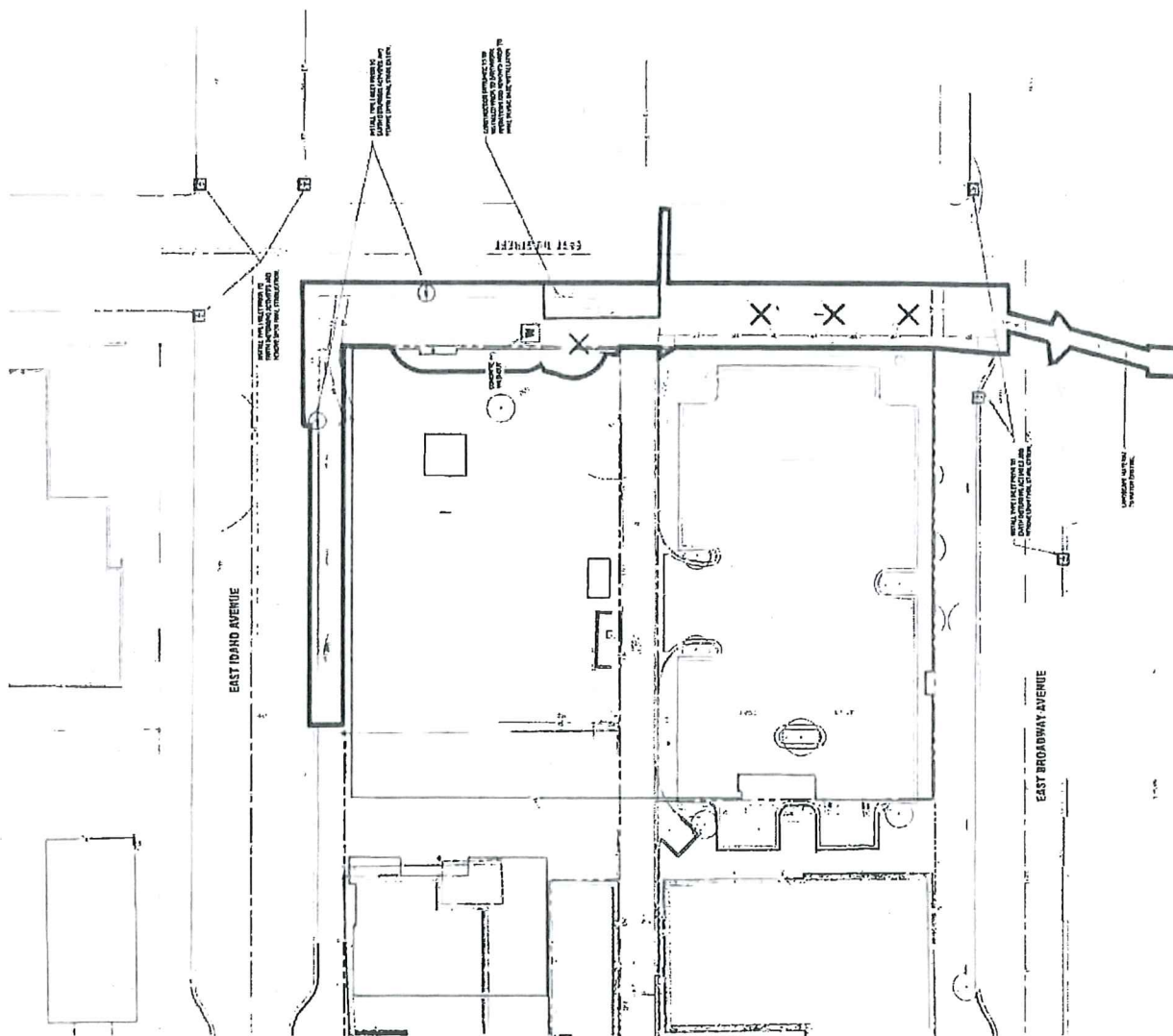


Exhibit D-1, page 2

[illegible]

ESC Porting Requirements:

Self Stabilization

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Contact Information

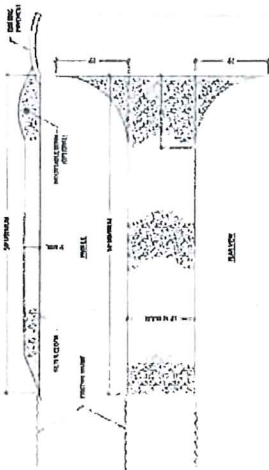
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ESG Legend:

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Hunter Lateral Relocation - Meridian Civic Block
River Caddis Development

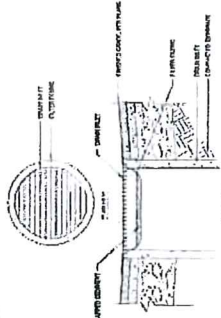
General
ESC and Plan
C1.50



1 Stabilized Caisson Entrance (RMP 40)



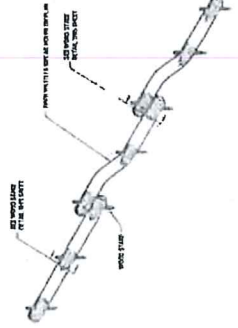
4 Silt Fence Detail 1 (RMP 65)



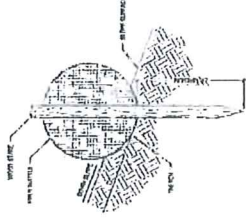
6 Drop Inlet Protection Type III (RMP 13)

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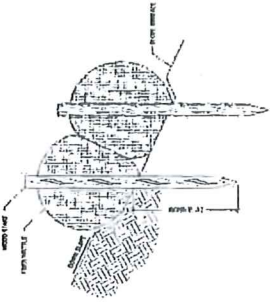
2 Concrete Washout (RMP 43)



5 River Bed (RMP 64)

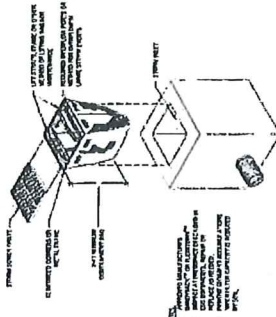


8 Fiber Roll Stake Section (RMP 14)

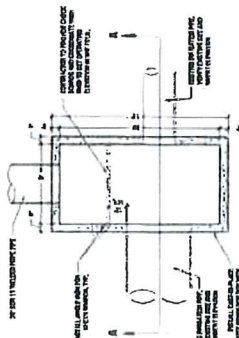


7 Fiber Roll Stake Section 2 (RMP 14)

3 Drop Inlet Protection Type 1 (RMP 13)



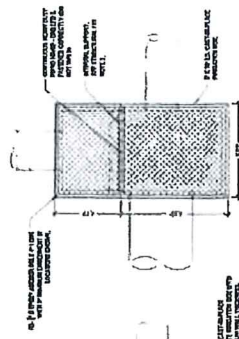
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI.



Plan View

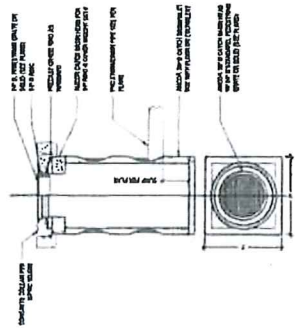
1 Origination Bar (1)

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUNTER CADDIS AND THE STATE OF MISSISSIPPI.



Section A-A

2 30-in Storm Drain Catch Basin

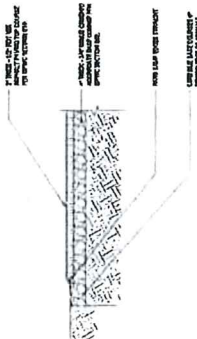


2 30-in Storm Drain Catch Basin

3 TEMPORARY 8-IN ASPHALT CURB



Section A-A



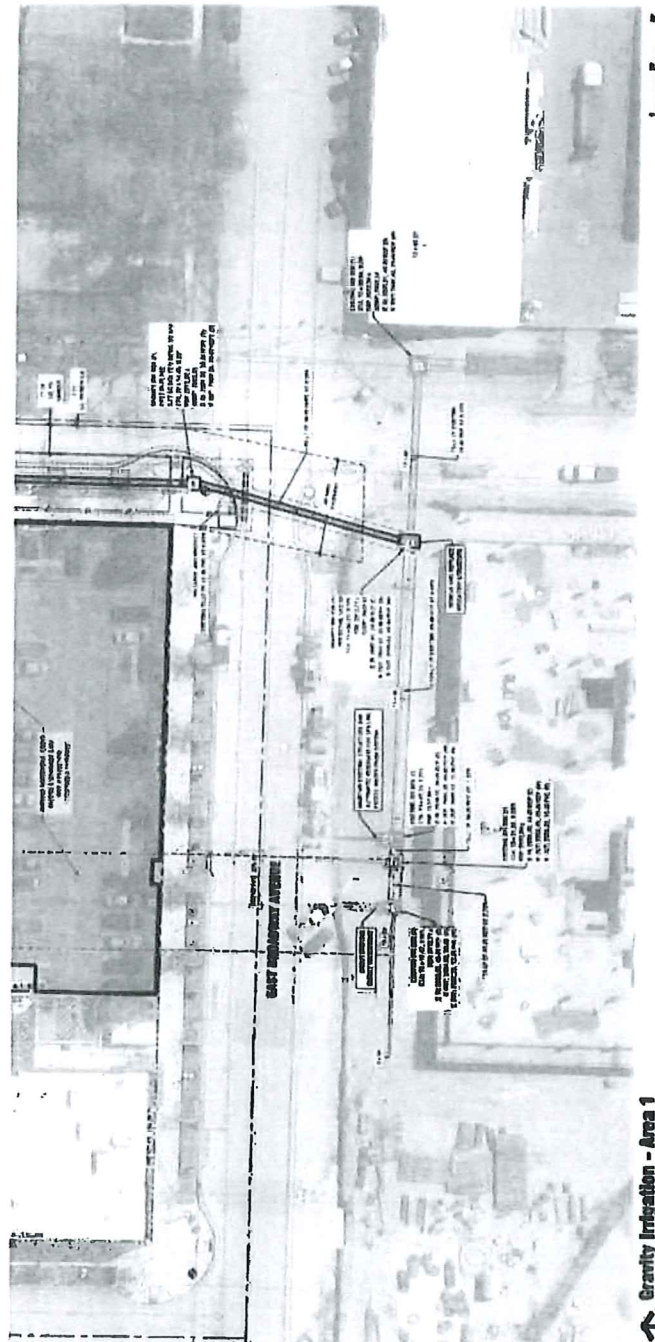
4 Temporary Pathway section



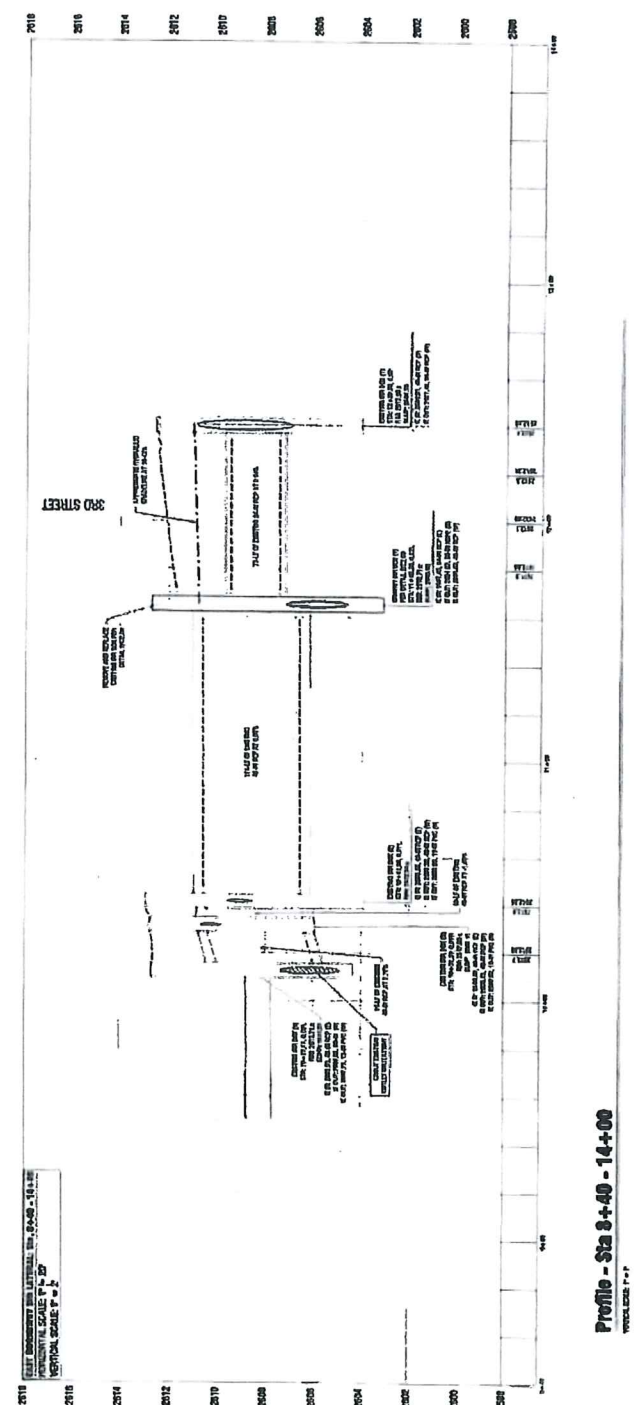
Hunter Caddis Relocation - Meridian Civic Block



1. The purpose of this report is to provide a detailed description of the proposed project and its location within the Meridian Civic Block.
2. The project is located on the east side of the block, between the intersection of 3rd Street and 4th Street.
3. The project consists of the relocation of the Hunter Caddis, which is currently located on the west side of the block.
4. The relocation is being undertaken to improve the flow of traffic and to provide a more aesthetically pleasing environment for the community.
5. The project is being undertaken by the City of Meridian, and it is expected that it will be completed by the end of the year.
6. The project is being funded by the City of Meridian, and it is expected that it will be completed by the end of the year.
7. The project is being undertaken by the City of Meridian, and it is expected that it will be completed by the end of the year.
8. The project is being funded by the City of Meridian, and it is expected that it will be completed by the end of the year.
9. The project is being undertaken by the City of Meridian, and it is expected that it will be completed by the end of the year.
10. The project is being funded by the City of Meridian, and it is expected that it will be completed by the end of the year.



Gravity Irrigation - Area 1



Profile - Sta 8+40 - 14+00



Hunter Lateral Relocation - Meridian Civic Block

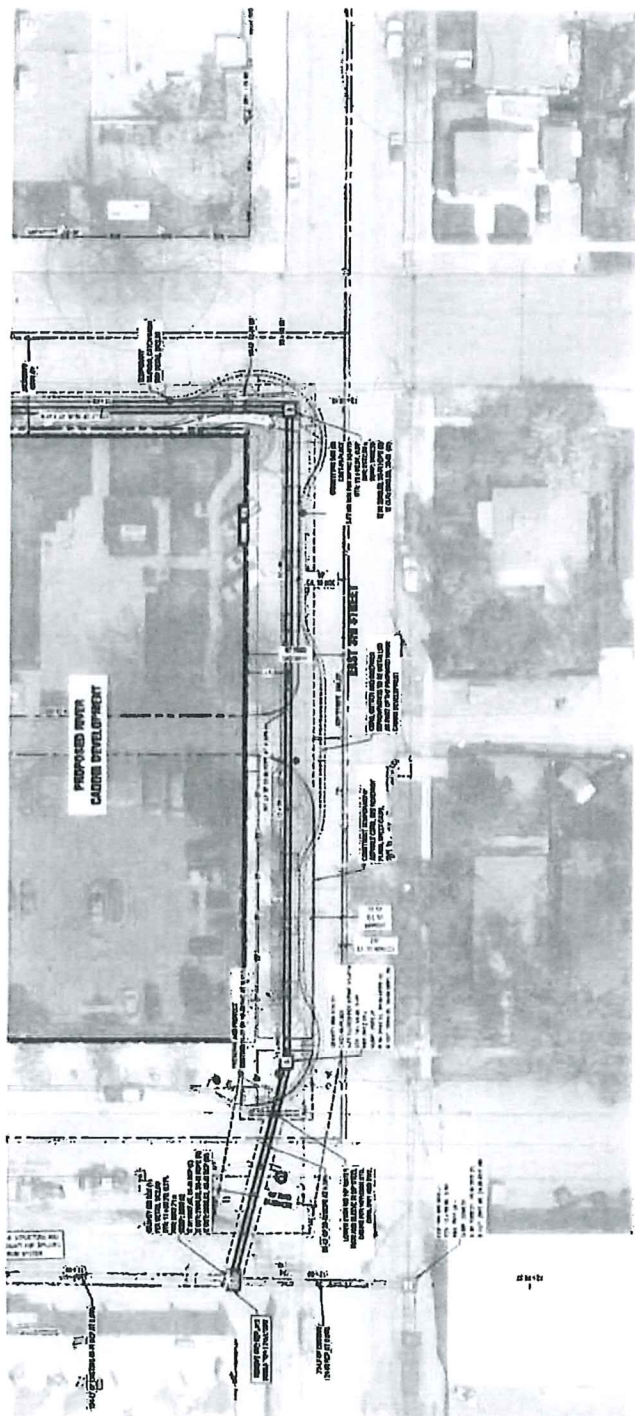
River Caddis Development

4/2016 LATERAL RELOCATION

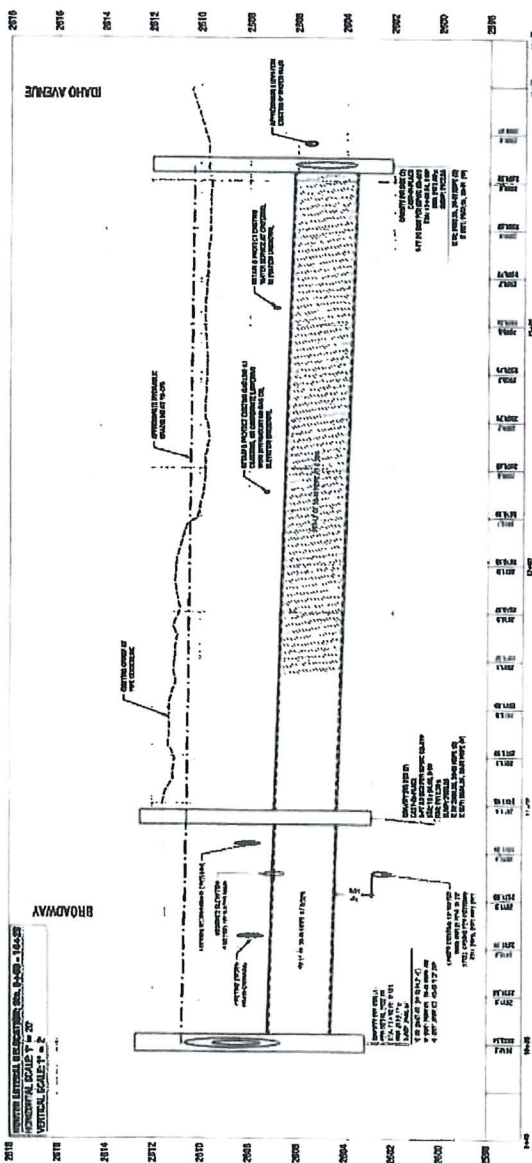


Sheet Notes:

1. THE INFORMATION ON THIS SHEET IS BASED ON THE DATA PROVIDED BY THE CLIENT AND THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY TO VERIFY THE DATA.
2. THE INFORMATION ON THIS SHEET IS BASED ON THE DATA PROVIDED BY THE CLIENT AND THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY TO VERIFY THE DATA.
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20. THE INFORMATION ON THIS SHEET IS BASED ON THE DATA PROVIDED BY THE CLIENT AND THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY TO VERIFY THE DATA.



Gravity Irrigation-Area 2



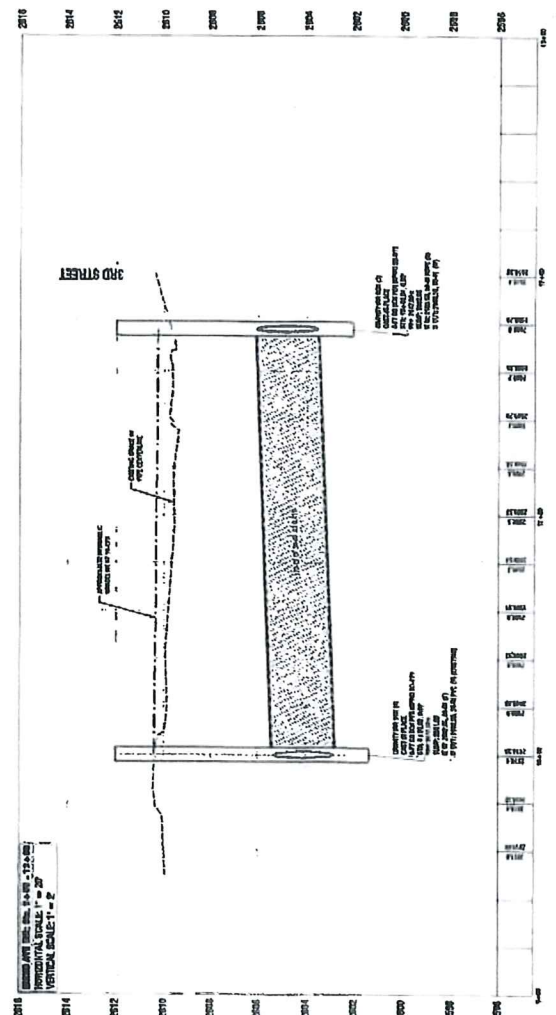
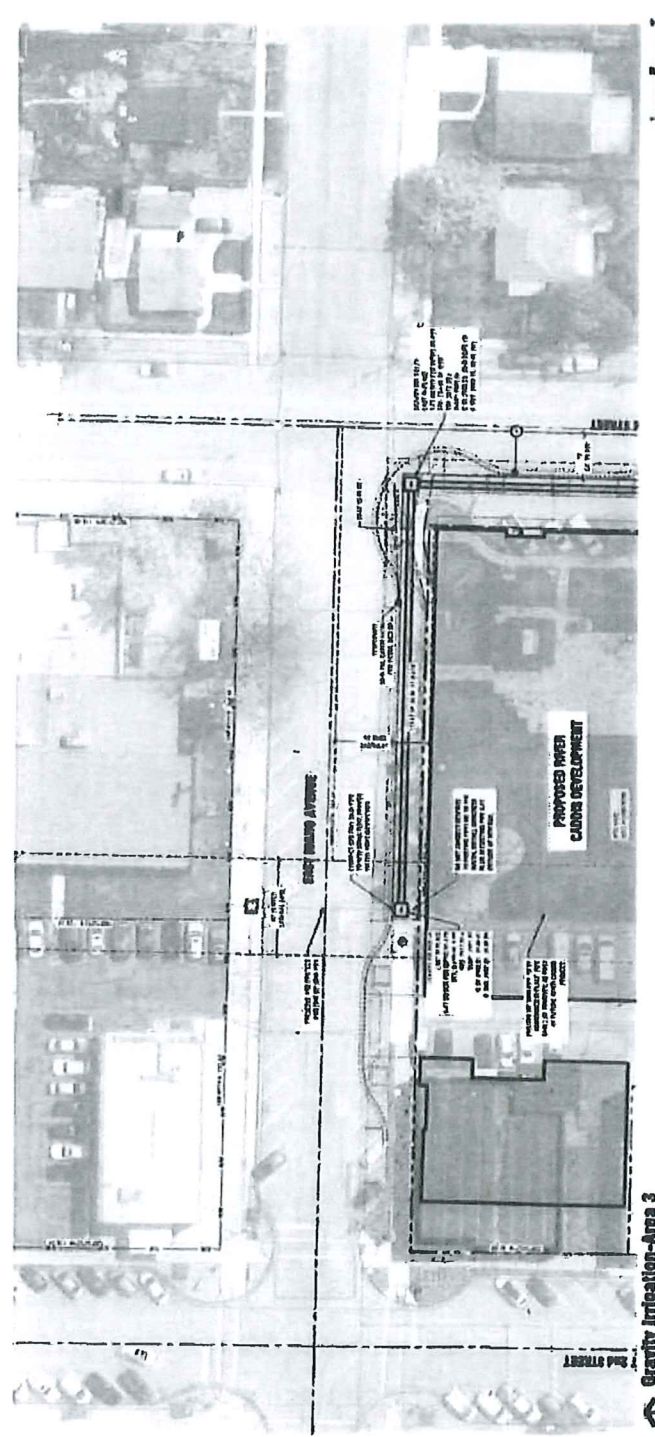
Profile - Sta 9+00 - 15+00



Hunter Caddis Development - Meridian Civic Block



- Sheet Notes:
1. THE CITY OF MERIDIAN HAS REVIEWED THIS PROJECT AND HAS DETERMINED THAT IT IS IN THE BEST INTERESTS OF THE CITY TO APPROVE THIS PROJECT.
 2. THE CITY OF MERIDIAN HAS REVIEWED THIS PROJECT AND HAS DETERMINED THAT IT IS IN THE BEST INTERESTS OF THE CITY TO APPROVE THIS PROJECT.
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Profile - Sta 9+60 - 13+00

River Caddis Development

Block

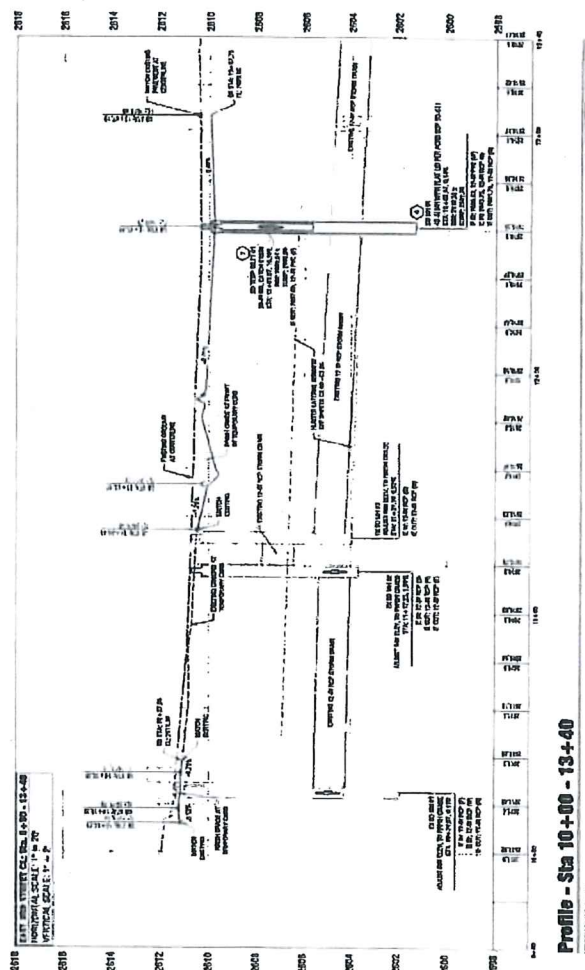
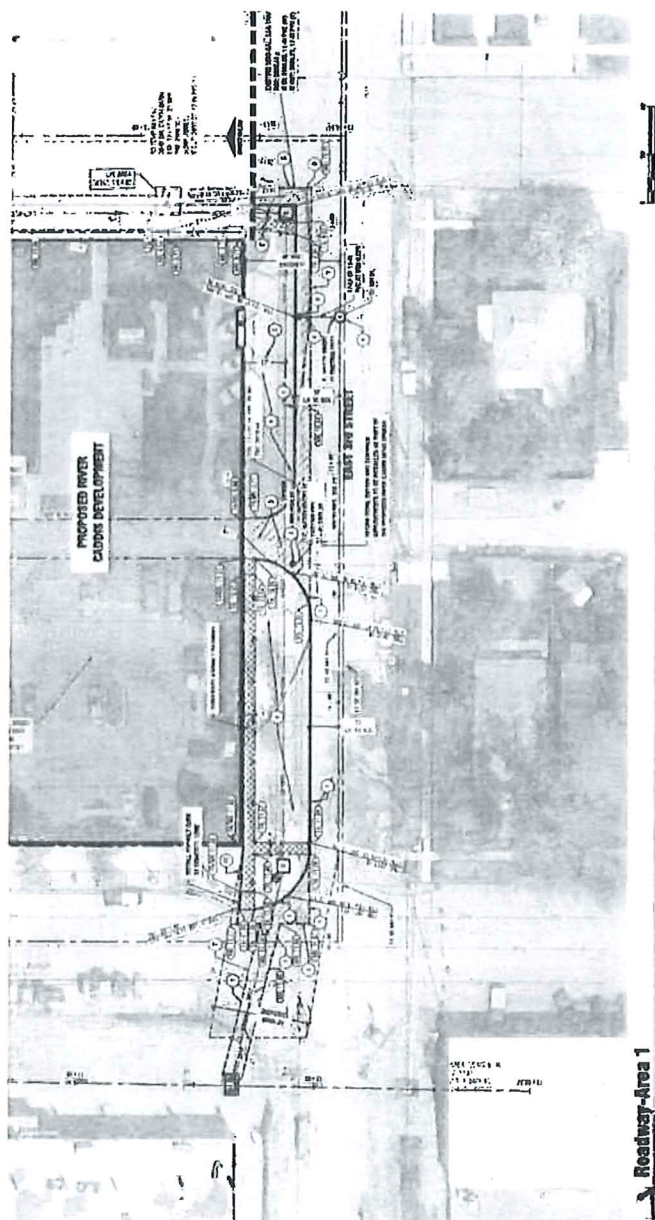
Street Motors

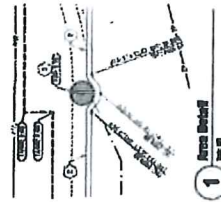
- and the fact that the *Journal* is a peer-reviewed journal, it is not surprising that the *Journal* is one of the most cited journals in the field of health communication. The *Journal* is also one of the most influential journals in the field of health communication, as evidenced by the fact that it is the only journal in the field to have been ranked in the top 10 of the Social Sciences Citation Index (SSCI) for 10 consecutive years (1990-1999).

Summary (This sheet only):

- [illegible]

Legend:





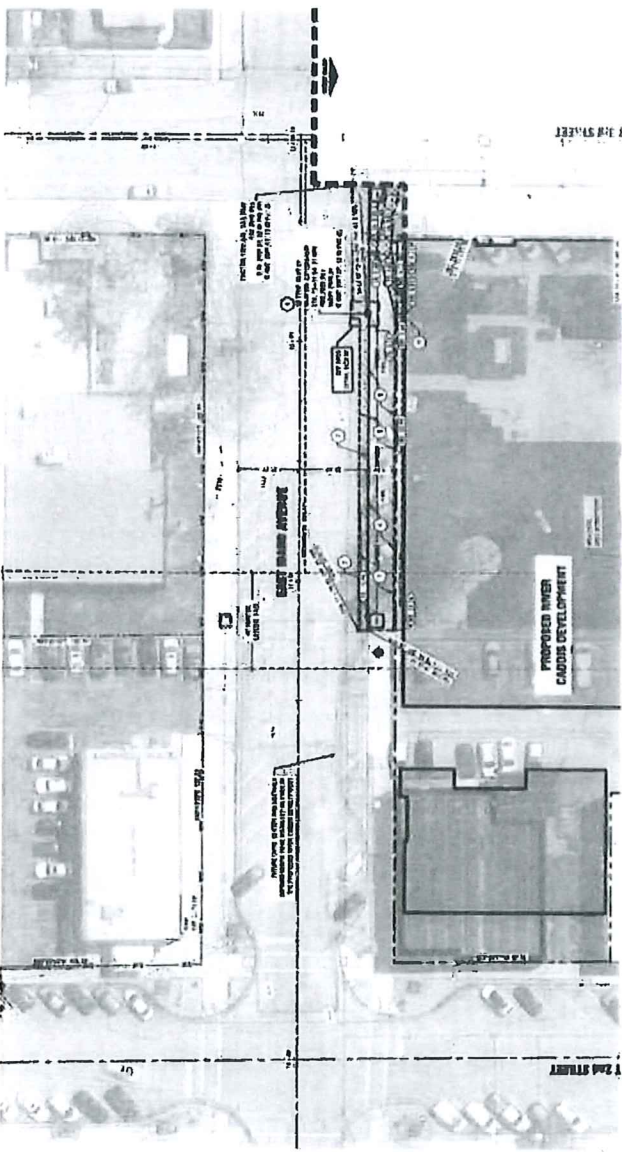
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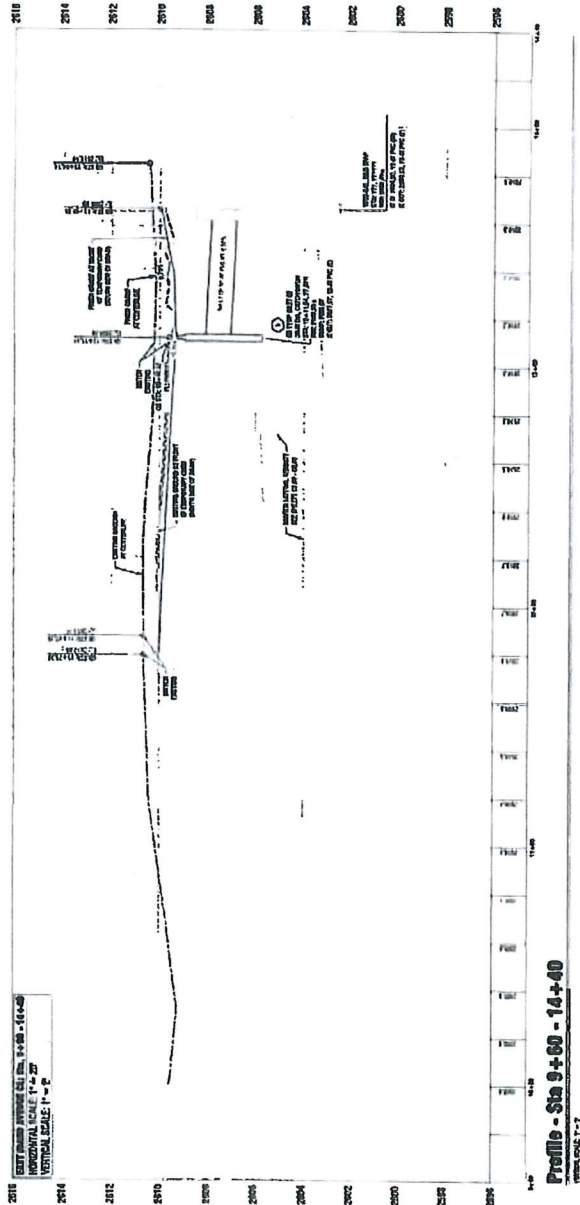
[illegible][illegible]

Keywords (This Short Quiz):

the *Journal of the American Medical Association* (JAMA) and the *British Medical Journal* (BMJ) have been cited in the literature as the most influential medical journals in the world. The *Journal of the American Medical Association* (JAMA) is a peer-reviewed medical journal that publishes research, clinical practice, and medical education. The *British Medical Journal* (BMJ) is a peer-reviewed medical journal that publishes research, clinical practice, and medical education. Both journals are highly respected and influential in the medical community.



↑ Roadway-Area 2

**Profillo - Sta 9+60 - 14+40**

INTERNAL SECURITY - R