

PROJECT AGREEMENT

This PROJECT AGREEMENT, made and entered into this ____ day of _____, 2025, by and between NAMPA & 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

THE CITY OF MERIDIAN, a political subdivision and
municipality of the State of Idaho,
33 East Broadway Avenue, Meridian, Idaho 83642

hereinafter referred to as the “*City*,”

W I T N E S S E T H:

WHEREAS, the District and the City entered into a Master Agreement entered into March 18, 2014 and recorded as Instrument No. 114029168 in the records of Ada County, Idaho, and subsequently entered into an Addendum to Master Agreement dated August 8, 2023, recorded as Instrument No. 2023-045915, records of Ada County, Idaho, hereinafter collectively referred to as the “*Master Agreement*,” and,

WHEREAS, the District and the City intended by entering the Master Agreement to establish a process for the City’s submission of encroachment proposals and the District’s consideration of such proposals and to provide the general conditions for the District’s approval and permission of encroachment proposals affecting the District’s ditches, property, operations and maintenance; and,

WHEREAS, the City is the owner of the real property/ right of way/license (burdened with the easement of the District hereinafter mentioned) particularly described in the “*Legal Description*” attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District controls the irrigation/drainage ditch or canal known as the EIGHT MILE LATERAL (hereinafter referred to as “*ditch or canal*”) together with the real property and/or easements to convey irrigation and drainage water, to operate and maintain the ditch or canal, and which crosses and intersects said described real property of the City as shown on Exhibit B attached hereto and by this reference made a part hereof; and,

WHEREAS, the City seeks permission to: 1) construct and install a 4-inch sewer service line and cleanouts, a 2-inch power conduit and j-boxes, and a 3-inch water service line parallel to the Eight Mile Lateral and within the District’s easement for the Eight Mile Lateral; and 2) construct and install an 8-foot wide concrete cart path over the existing pipe for the Eight Mile Lateral and within the District’s easement for the Eight Mile Lateral, as part of the City of

Meridian Lakeview Golf Course Restrooms 2025 Site 3 project where the Eight Mile Lateral crosses Lakeview Golf Course in Meridian, Idaho, under the terms and conditions of said Master Agreement and those hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth and those set forth in said Master Agreement, the parties hereto agree as follows:

1. City may: 1) construct and install a 4-inch sewer service line and cleanouts, a 2-inch power conduit and j-boxes, and a 3-inch water service line parallel to the Eight Mile Lateral and within the District's easement for the Eight Mile Lateral; and 2) construct and install an 8-foot wide concrete cart path over the existing pipe for the Eight Mile Lateral and within the District's easement for the Eight Mile Lateral, as part of the City of Meridian Lakeview Golf Course Restrooms 2025 Site 3 project where the Eight Mile Lateral crosses Lakeview Golf Course in Meridian, Idaho, as shown in the attached project plans attached as Exhibit B-1.

2. Any construction or crossing of said ditch or canal shall be performed in accordance with the project plans shown in Exhibit B-1 and the "*Special Conditions*" stated in Exhibit C, attached hereto and by this reference made part thereof.

3. The parties hereto incorporate in and make part of this Project Agreement all the covenants, conditions, and agreements of said Master Agreement unchanged except as the result of the provisions of this Project Agreement.

The covenants, conditions and agreements herein contained and incorporated by reference shall constitute covenants to run with, and running with, all of the lands of the City described in said 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.

END OF TERMS - SEE FOLLOWING PAGES FOR SIGNATURES

IN WITNESS WHEREOF, the District has hereunto caused its name to be subscribed and the City 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 _____, 2025, 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: _____

By _____
Its _____

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

EXHIBIT A
Legal Description

The City owns the property known as Lakeview Golf Course which is more specifically described in **Exhibit A-1** attached hereto and by this reference incorporated herein.

EXHIBIT B
Crossing Location

See Exhibit B-1 attached hereto.

EXHIBIT C
Special Conditions

a. Construction of the gravity irrigation pipes provided for in this Project Agreement shall be in the locations and in accordance with Exhibit B-1, attached hereto and by this reference made a part hereof.

b. City shall notify the water superintendent of the District prior to and immediately after construction so that he or the District's engineers may inspect and approve the construction. City shall provide a minimum of 72 hours before needing or requesting any construction inspections. City further agrees the District and its personnel and equipment will be provided access through the construction site and parking area at all times both during and after completion of construction.

c. City acknowledges that the District's easement for the Eight Mile Lateral includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the Eight Mile Lateral, and to access the Eight Mile Lateral for those purposes, and that, in the location of the City's project, NMID claims a minimum easement dimension for the Eight Mile Lateral of 50 feet, 25 feet to either side of the centerline.

d. Construction authorized by this Agreement shall be completed within one year of the date of this Agreement. Time is of the essence.

e. The duration of the permission granted by this Project Agreement shall be in perpetuity, for the life and maintenance of the encroachments including construction, operation, maintenance, repair and reconstruction.

END OF SPECIAL CONDITIONS



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702
(208) 336-6700

888 North Cole Road / Boise, Idaho 83704
(208) 377-2700

95016892

PIONEER TITLE

ADA CO. RECORDER

J. DAVID LAYARRO

BOISE ID

1847000087

'95 MAR 13 PM 4 22

FEE 2.00
RECORDED AT THE REQUEST OF

P-136485 JB

SPACE ABOVE FOR RECORDING DATA

**CORRECTION
QUITCLAIM DEED**

FOR VALUE RECEIVED JAMES W. FULLER and LOIS JEAN FULLER, AKA LOIS J. FULLER,
husband and wife,

do hereby convey, release, remise and forever quitclaim

unto CITY OF MERIDIAN, an Idaho municipal corporation,

whose address is: 33 East Idaho Avenue, Meridian, Idaho 83642

the following described premises, to wit:

See the Attached Exhibit "A" for legal description, which by this
reference is incorporated herein.

THIS CORRECTION QUITCLAIM DEED IS FOR THE PURPOSE OF CORRECTING THE
LEGAL DESCRIPTION FOR CONVEYANCE OF PROPERTY, WHICH WAS RECORDED UNDER
THAT CERTAIN SPECIAL DEED, RECORDED JUNE 7, 1994, UNDER INSTRUMENT
NO. 94053196..

THIS CORRECTION QUITCLAIM DEED HAS BEEN REVIEWED AND
ACCEPTED BY THE
CITY OF MERIDIAN.

BY: *Grand P. Fitzgerald*

together with their appurtenances.

Dated: March 13, 1995

James W. Fuller
James W. Fuller

Lois Jean Fuller
Lois Jean Fuller

STATE OF Idaho County of Ada, ss.

On this 13th day of March, 1995, before me, _____, a notary public,

personally appeared James W. Fuller and Lois Jean Fuller

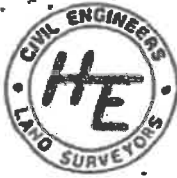
known to me to be the person(s) whose name(s) are _____

and acknowledged to me that he / she / they executed the same.

Notary Public: *John P. Fitzgerald*

Residing at: _____

My Commission Expires: 8-18-96

**HUBBLE ENGINEERING, INC.**

9550 Bethel Court • Boise, Idaho 83709

208/322-8992 • Fax 208/378-0329

1847000088

Project No. 93082
 Ashford Greens
 Golf Course

January 13, 1995

**CORRECTED CHERRY LANE
 GOLF COURSE PARCEL
 (BOUNDARY REVISED AND RIGHTS-OF-WAY OMITTED)**

A portion of SW1/4 of the NW1/4 of Section 3, T.3N., R.1W., B.M., Meridian, Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence South 88°55'31" East, 379.53 feet to the REAL POINT OF BEGINNING.

Thence North 5°39'31" East, 290.28 feet to a point;

thence 46.45 feet along the arc of a non-tangent curve to the right, having a radius of 250.00 feet, a central angle of 10°38'46", and a long chord bearing South 49°22'43" East, 46.39 feet to a point;

thence South 44°03'20" East, 136.41 feet to a point;

thence South 8°18'10" East, 165.80 feet to a point;

thence North 88°55'31" West, 182.65 feet to the Point of Beginning.

Containing 0.82 acres, more or less.

AND ALSO:

A portion of Government Lot 4 and the SW1/4 of the NW1/4 of Section 3, T.3N., R.1W., B.M., Meridian, Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence South 88°55'31" East, 834.71 feet to a point; thence North 1°04'29" East, 77.45 feet to the REAL POINT OF BEGINNING.

Thence 199.31 feet along the arc of a curve to the right having a radius of 270.00 feet, a central angle of $42^{\circ}17'41''$ and a long chord bearing North $65^{\circ}12'11''$ West, 194.81 feet to a point;

thence North $44^{\circ}03'20''$ West, 198.06 feet to a point;

thence North $37^{\circ}38'05''$ East, 125.90 feet to a point;

thence North $4^{\circ}26'20''$ West, 178.94 feet to a point;

thence North $49^{\circ}13'43''$ West, 619.18 feet to a point;

thence North $89^{\circ}21'33''$ West, 39.72 feet to a point;

thence North $0^{\circ}36'27''$ East, 178.61 feet to a point;

thence South $89^{\circ}21'33''$ East, 104.94 feet to a point;

thence North $26^{\circ}46'55''$ East, 463.73 feet to a point;

thence North $13^{\circ}05'08''$ East, 186.18 feet to a point;

thence South $89^{\circ}23'04''$ East, 221.37 feet to a point;

thence South $0^{\circ}36'56''$ West, 30:00 feet to a point;

thence North $89^{\circ}23'04''$ West, 114.43 feet to a point;

thence South $10^{\circ}38'11''$ West, 162.48 feet to a point;

thence South $5^{\circ}36'08''$ East, 160.95 feet to a point;

thence South $48^{\circ}58'55''$ West, 86.41 feet to a point;

thence South $10^{\circ}49'04''$ West, 123.62 feet to a point;

thence South $12^{\circ}00'00''$ East, 85.00 feet to a point;

thence South $53^{\circ}26'21''$ East, 142.60 feet to a point;

thence South $6^{\circ}51'51''$ West, 151.05 feet to a point;

thence South $41^{\circ}14'14''$ East, 171.06 feet to a point;

thence South $89^{\circ}12'26''$ East, 122.33 feet to a point;

thence South $43^{\circ}03'05''$ East, 60.00 feet to a point;

thence South 0°36'15" West, 671.50 feet to the point of beginning.
Containing 10.64 acres, more or less.

AND ALSO:

A portion of the NW1/4 of Section 3, T.3N., R.1W., B.M., Meridian, Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence South 88°55'31" East, 1784.61 feet to a point; thence North 1°04'29" East, 303.15 feet to the REAL POINT OF BEGINNING.

Thence North 66°28'40" West, 157.70 feet to a point;

thence North 56°56'39" West, 717.37 feet to a point;

thence North 89°23'44" West, 36.12 feet to a point;

thence North 0°36'28" East, 5.00 feet to a point;

thence 154.59 feet along the arc of a non-tangent curve to the left, having a radius of 225.00 feet; a central angle of 39°22'00", and a long chord bearing North 19°04'45" West; 151.57 feet to a point;

thence North 38°45'45" West, 39.00 feet to a point;

thence North 51°14'15" East, 110.00 feet to a point;

thence North 26°11'31" West, 134.78 feet to a point;

thence North 4°04'20" West, 277.45 feet to a point;

thence North 31°46'35" West, 241.56 feet to a point;

thence North 0°36'56" East, 132.59 feet to a point;

thence North 89°23'04" West, 110.00 feet to a point;

thence North 0°36'56" East, 30.00 feet to a point;

thence South 89°23'04" East, 175.94 feet to a point;

thence South 78°06'29" East, 71.13 feet to a point;

thence South $63^{\circ}13'16''$ East, 65.34 feet to a point;
 thence South $56^{\circ}28'32''$ East, 79.07 feet to a point;
 thence South $53^{\circ}15'09''$ East, 86.07 feet to a point;
 thence South $42^{\circ}31'18''$ East, 70.53 feet to a point;
 thence South $35^{\circ}28'22''$ East, 77.08 feet to a point;
 thence South $5^{\circ}49'06''$ East, 249.89 feet to a point;
 thence South $8^{\circ}16'07''$ East, 125.42 feet to a point;
 thence South $13^{\circ}56'20''$ East, 266.06 feet to a point;
 thence South $42^{\circ}43'29''$ East, 283.07 feet to a point;
 thence North $61^{\circ}49'13''$ East, 165.37 feet to a point;
 thence North $11^{\circ}00'42''$ West, 399.24 feet to a point;
 thence South $89^{\circ}18'49''$ East, 398.40 feet to a point;
 thence South $79^{\circ}02'15''$ East, 61.16 feet to a point;
 thence South $60^{\circ}40'15''$ East, 164.39 feet to a point;
 thence South $85^{\circ}10'18''$ East, 136.30 feet to a point;
 thence South $0^{\circ}30'15''$ West, 235.93 feet to a point;
 thence North $89^{\circ}29'45''$ West, 80.00 feet to a point;
 thence South $78^{\circ}33'49''$ West, 182.71 feet to a point;
 thence South $11^{\circ}45'15''$ West, 185.77 feet to a point;
 thence South $0^{\circ}30'15''$ West, 154.10 feet to a point;
 thence 288.86 feet along the arc of a non-tangent curve to the left, having a radius of 425.00 feet, a central angle of $36^{\circ}56'31''$, and a long chord bearing South $63^{\circ}04'11''$ West, 283.33 feet to the Point of Beginning. Containing 19.29 acres, more or less.

AND ALSO:

A portion of the SE1/4 of the NW1/4 of Section 3, T.3N., R.1W., B.M., Meridian, Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North $0^{\circ}38'11''$ East, 2651.19 feet to the quarter corner common to said sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North $0^{\circ}38'27''$ East, 2697.49 feet; thence North $0^{\circ}38'27''$ East 22.64 feet to a 5/8" iron pin; thence South $88^{\circ}55'31''$ East, 1614.53 feet to the REAL POINT OF BEGINNING.

Thence North $10^{\circ}33'50''$ East, 72.37 feet to a point;

thence 129.52 feet along the arc of a non-tangent curve to the right, having a radius of 600.00 feet, a central angle of $12^{\circ}22'07''$, and a long chord bearing South $56^{\circ}49'29''$ East, 129.27 feet to a point;

thence South $50^{\circ}38'25''$ East, 4.33 feet to a point;

thence North $88^{\circ}55'31''$ West, 124.84 feet to the Point of Beginning. Containing 0.11 acre, more or less.

AND ALSO:

A portion of the SE1/4 of the NW1/4 of Section 3, T.3N., R.1W., B.M., Meridian, Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North $0^{\circ}38'11''$ East, 2651.19 feet to the quarter corner common to said sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North $0^{\circ}38'27''$ East, 2697.49 feet; thence North $0^{\circ}38'27''$ East 22.64 feet to a 5/8" iron pin; thence South $88^{\circ}55'31''$ East, 1977.72 feet to a 5/8" iron pin and the REAL POINT OF BEGINNING.

Thence North $88^{\circ}55'31''$ West, 109.62 feet to a point;

thence 11.06 feet along the arc of a non-tangent curve to the left, having a radius of 249.75 feet, a central angle of $2^{\circ}32'16''$, and a long chord bearing North $49^{\circ}22'17''$ West, 11.06 feet to a point;

thence North $50^{\circ}38'25''$ West, 94.32 feet to a point;

thence 60.45 feet along the arc of a curve to the left, having a radius of 680.00 feet, a central angle of $5^{\circ}05'36''$, and a long chord bearing North $53^{\circ}11'13''$ West, 60.43 feet to a point;

1847000093

thence 30.13 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of $86^{\circ}18'51''$, and a long chord bearing North $12^{\circ}34'36''$ West, 27.36 feet to a point;

thence North $30^{\circ}34'50''$ East, 84.13 feet to a point;

thence 269.77 feet along the arc of a curve to the right, having a radius of 375.00 feet, a central angle of $41^{\circ}13'04''$, and a long chord bearing North $51^{\circ}11'21''$ East, 263.99 feet to a point;

thence South $0^{\circ}30'15''$ West, 369.89 feet to the Point of Beginning. Containing 1.42 acres, more or less.

The above described parcels containing a total of 32.28 acres.

Prepared by:
HUBBLE ENGINEERING, INC.

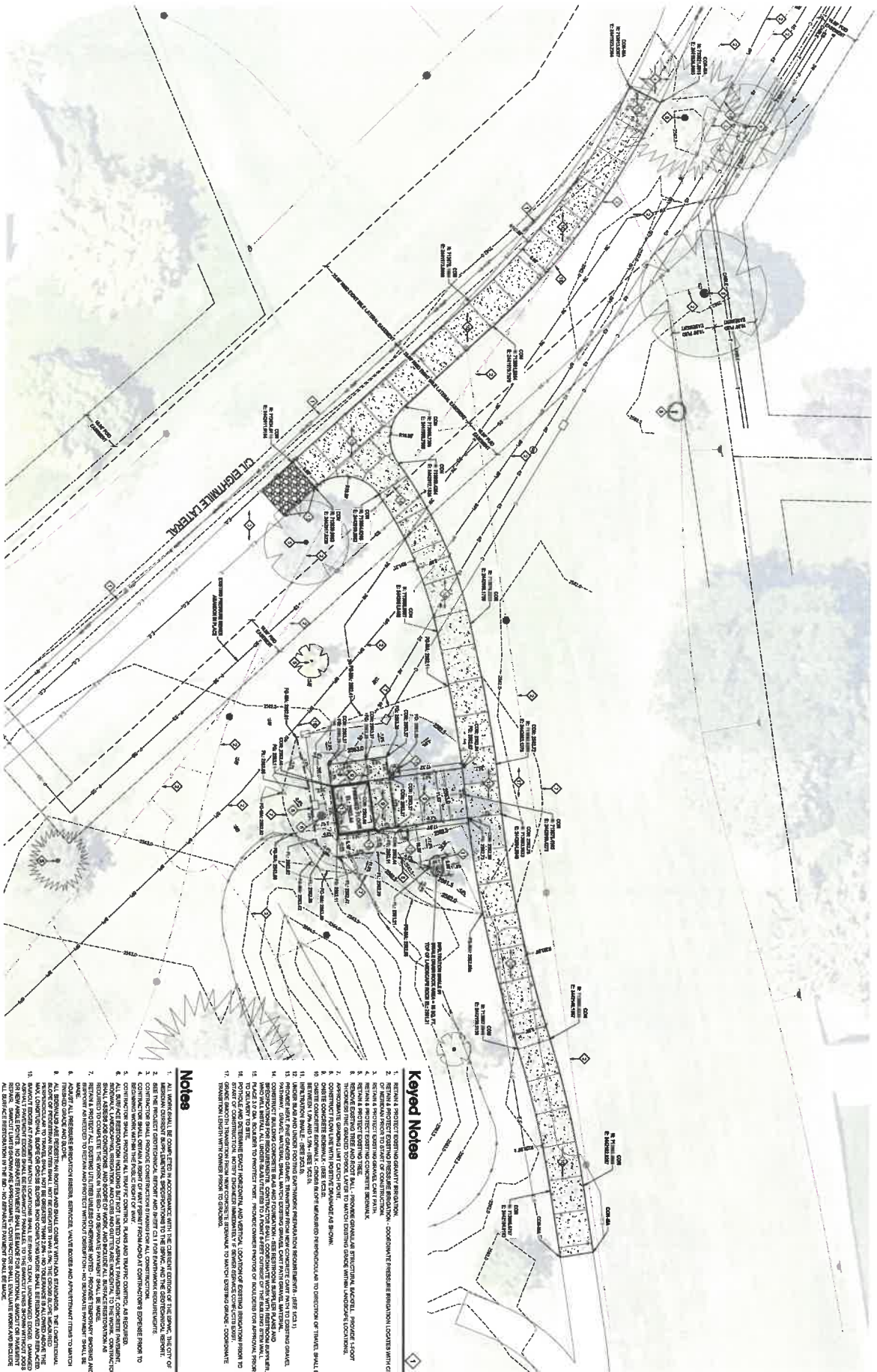


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D. Terry Peugh, P.L.S.

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SITE + GRADING PLAN - SITE 3



Keyed Notes

1. RETAIN A PROPOSED EXISTING GRASSY RESERVATION. COORDINATE PROPOSED REMOVAL LOCATIONS WITH CITY OF MERIDIAN PRIOR TO START OF CONSTRUCTION.
2. RETAIN A PROPOSED EXISTING TREE. COORDINATE PROPOSED REMOVAL LOCATIONS WITH CITY OF MERIDIAN PRIOR TO START OF CONSTRUCTION.
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Notes

1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CURRENT EDITION OF THE U.S. GOLF ASSOCIATION (USGA) RULES AND THE CITY OF MERIDIAN'S ZONING ORDINANCE.
2. THE PROJECT DESIGNER, ENGINEER AND ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN PRIOR TO START OF CONSTRUCTION.
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SITE + GRADING PLAN - SITE 3 C2.1		PREPARED BY: ERICKSON CIVIL, INC. DATE: 08/24/2023 PROJECT: LAKEVIEW GOLF COURSE RESTROOMS 2025 SITE 3 LOCATION: MERIDIAN, ID	OWNER: CITY OF MERIDIAN PROJECT TITLE: LAKEVIEW GOLF COURSE RESTROOMS 2025 SITE 3 LOCATION: MERIDIAN, ID	811 CALL BEFORE YOU DIG 1-800-486-8888
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