

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian, ID 83642

**AGREEMENT FOR PROVISION OF WATER SERVICE OUTSIDE MERIDIAN CITY
LIMITS: PARCEL NUMBER R3579000015, 330 N. LINDER ROAD**

This AGREEMENT FOR PROVISION OF WATER SERVICE OUTSIDE MERIDIAN CITY LIMITS ("Agreement") is made this ____ day of _____, 2024 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho ("City"), and Rinker Properties LLC, 385 Creekview Drive, Meridian, Idaho ("User") (collectively, "Parties").

WHEREAS, User is the owner of parcel number R3579000015, township/range/section 3N1W12, located at 330 N. Linder Road, Meridian, Ada County, Idaho ("Subject Property"), which real property is located outside of Meridian City limits;

WHEREAS, the Subject Property is already served by City sewer services, which have been provided since February 25, 2009, but due to a failing private water delivery system, User seeks to connect the Subject Property to the City water system;

WHEREAS, the City is authorized by Idaho Code section 50-323 to develop, operate, and maintain a domestic water supply, and to protect the same from contamination, and the City does exercise such authority, including by the adoption and enforcement of Title 9, Chapters 1 and 4, Meridian City Code;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, the Parties agree as follows:

I. COMMITMENTS BY CITY.

- A. Provision of Services.** At all times relevant hereunder, City shall provide water service to the Subject Property, subject to the terms and conditions of this Agreement and any and all applicable laws and City ordinances.
- B. Billing.** City shall bill User monthly for water and sewer usage according to the metering, accounting, and billing system in place under Meridian City Code and the policies and practices of the City of Meridian.
- C. Recordation.** City shall record this Agreement, and shall submit proof of such recording to User.

II. COMMITMENTS BY USER.

- A. Payment for City services.** User shall be responsible for fulfilling User's obligation to pay to City any and all costs related to water infrastructure construction, materials, and connection, including, but not limited to: hookup, assessment, meter installation, and inspection fees. Upon connection to the City's water system, User shall pay to City all applicable fees and costs for water and sewer services provided, including, but not limited to use fees, as such are calculated and billed by City as set forth herein and established by law or City ordinance. The exclusive remedy for disputes, objections, or appeals regarding such fees and charges shall be appeal to the Board of Adjustment under the procedures set forth in Meridian City Code. Notwithstanding any other provision of this Agreement, this provision shall be binding upon User and upon any and all successors in interest of User and/or to the Subject Property.
- B. No cross-connection.** User shall abide by and comply with any and all applicable provisions of law, which shall specifically include, but shall not be limited to, compliance with Title 9, Chapter 3, Meridian City Code and/or any and all similar ordinances subsequently adopted, which prohibit the installation and/or maintenance of a cross-connection to the City's water system.
- C. Annexation.** User hereby explicitly agrees to annexation of the Subject Property into the City of Meridian. User shall, within thirty (30) days of execution of this Agreement, and at User's sole expense, submit a complete application for annexation into the City of Meridian and connect any and all occupiable buildings then located upon the Subject Property to the City water and sewer system. Should User fail to submit such application, User acknowledges and agrees that City shall be authorized to initiate the process of annexing the Subject Property, at User's sole expense, and, if necessary, to assess all costs and fees related to such annexation against the utility account for the Subject Property. User further acknowledges and agrees that User's failure to pay any utility bill due and owing, including any portion for annexation costs and fees, may result in disconnection of water services to the Subject Property and/or debt collection proceedings or other civil remedies.
- D. Discontinuance of private water and sewer.** Upon connection and provision of City water and sewer service to the Subject Property, User shall disconnect and discontinue the use of any and all private septic or sewer systems on the Subject Property other than the City sewer system, and shall abandon and discontinue the use of any and all private water wells or systems on the Subject Property other than the City water system.
- E. Development agreement.** User acknowledges that, pursuant to Idaho Code section 67-6511A and the Meridian Unified Development Code ("UDC"), as part of the annexation process, User will be required to enter into a development agreement concerning the use or development of the Subject Property. Such development agreement will include requirements that the use of the Subject Property comply with all provisions of the UDC and Meridian City Code, including those provisions related to land use, specific use standards, landscaping, access, parking, and other conditions as may be appropriate and necessary to carry out the policies of the comprehensive plan, regulate

the uses of property and structures within the City of Meridian, and protect and promote public health, safety, and general welfare.

- F. Consent to entry.** User shall, and hereby does, provide perpetual consent and access to the City to enter the Subject Property for the purpose of inspecting any and all water and sewer pipes, connections, and related infrastructure. Except as to routine meter readings or in the event of an imminent or realized threat to the public health, safety, or welfare, City shall attempt to provide User at least twenty-four (24) hours prior notice of such entry; such notice may be verbal or written and may be posted at the Subject Property.

III. GENERAL PROVISIONS.

- A. Default.** Any failure to perform the terms and conditions of this Agreement, or any portion thereof, shall be a default hereunder. In the event of a default, the non-defaulting party may serve a written Notice of Default upon the defaulting party by the method set forth herein. Except in case of an imminent or realized threat to the public health, safety, or welfare, the defaulting party shall have thirty (30) days following delivery of such notice to cure or correct the default before the non-defaulting party may seek any remedy as provided herein. Notwithstanding any other provision of this Agreement, this provision shall be binding upon the Parties and upon any and all successors in interest thereof.
- B. Enforcement.** This Agreement shall be enforceable in any court of competent jurisdiction by either City or User, or any respective successor(s) in interest thereof. An action at law or in equity, as appropriate, shall lie to secure specific performance of any covenant, agreement, condition, commitment, and/or obligation set forth herein. In addition, remedies available to City shall include, but shall not be limited to, termination of water and/or service to User and/or to any successor(s) in interest.
- C. Notices.** Any notice desired by the Parties or required by this Agreement shall be deemed delivered after deposit in the United States Mail, postage prepaid, addressed as follows:
- | | |
|-------|--|
| City: | City of Meridian
Attn: Public Works Department Director
33 E. Broadway Ave.
Meridian, Idaho 83642 |
| User: | Rinker Properties LLC
385 Creekview Drive
Meridian, Idaho 83646 |
- Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.
- D. Time is of the essence.** The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default hereunder by the Party so failing to perform.

- E. Binding upon successors.** Except as otherwise specifically provided herein, this Agreement shall be binding upon any and all owners of the Subject Property, any and all subsequent owners thereof, and each and every other person acquiring an interest in the Subject Property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the Subject Property, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.
- F. Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.
- G. Attorney fees.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- H. Final Agreement.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and User relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and User, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- I. Non-waiver.** Failure of either Party to promptly enforce the performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- J. Compliance with laws.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- K. Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.

L. Approval Required: This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

USER:



Nicholas Rinker, President
Rinker Properties LLC

STATE OF IDAHO)
) ss:
County of ADA)

I HEREBY CERTIFY that on this 25th day of October, 2024, before the undersigned, a Notary Public in the State of Idaho, personally appeared Nicholas Rinker, known or identified to me to be the President of Rinker Properties LLC, a limited liability corporation, and acknowledged to me that such person executed this instrument on behalf of said corporation. 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 Meridian, Idaho

My Commission Expires: 10/07/2028

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

STATE OF IDAHO)
): ss
County of Ada)

On this ____ day of _____, 2024, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed this instrument of behalf of said City, and acknowledged to me that such City 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: _____