

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is entered into this 4 day of October, 2024 ("Effective Date"), between Tamra Riddle ("Property Owner"), whose address is 5606 N. Ten Mile Road, Meridian, Idaho 83646, and the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 (collectively the "Parties").

WHEREAS, Property Owner owns real property at 5606 N. Ten Mile Road, Meridian, Idaho, which is further identified as Assessor Parcel No. R5299400040 ("Property"); and,

WHEREAS, the Property is subject to that certain Development Agreement dated January 2, 2003, and recorded as Instrument No. 103012598 ("Development Agreement"); and,

WHEREAS, pursuant to the Meridian City Code ("MCC"), the Property must connect to the City's water system and sanitary sewer system; and,

WHEREAS, under the Development Agreement, the Property Owner must remove any existing domestic wells and/or septic systems from domestic service, but wells may be used for non-domestic purposes, such as landscape irrigation; and,

WHEREAS, the Property is out of compliance with the MCC and the Development Agreement because (A) the Property is not connected to the City's water system and sanitary sewer system and (B) the Property is still served by a domestic well and septic system; and,

WHEREAS, there is a dispute between the Parties concerning whether water assessment fees and sanitary sewer assessment fees were previously paid in 2003 or thereafter in association with the development of Lochsa Falls Subdivision ("Disputed Fees"); and,

WHEREAS, the Parties wish to resolve their dispute and ensure that the Property complies with the MCC and the Development Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, representations, and obligations contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. PAYMENT OF FEES. Property Owner shall, on or before October 31, 2024, pay to City a one-time water assessment fee of seven hundred four dollars (\$704.00) and a one-time sanitary sewer assessment fee of one thousand five hundred eighty dollars (\$1,580.00).

2. CONNECTION TO WATER SYSTEM AND SANITARY SEWER SYSTEM. Property Owner shall, on or before November 30, 2024, connect to the City's water system and sanitary sewer system, and said connections shall comply with all applicable federal, state, and local laws and regulations. The existing well on the Property shall be disconnected from the domestic service to the existing residence and accessory dwelling unit on or before November 30, 2024, but the well may be used for (A) landscape irrigation and (B) the existing water to air heat exchange HVAC system on the

Property, so long as the well is completely isolated from the City's water system serving the residence and accessory dwelling unit. The existing septic system on the Property shall be abandoned on or before November 30, 2024, in accordance with all Central District Health standards and regulations.

3. RELEASE OF CLAIMS. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties forever release and discharge the other Party, their successors, assigns, officers, directors, shareholders, employees, agents, representatives, insurers, and affiliates, from any and all liability or claims of any kind, including claims for damages, attorneys' fees, and costs, relating to the Disputed Fees.

4. GOVERNING LAW. The construction and interpretation of this Agreement shall be governed by the laws of the State of Idaho. Any action to enforce this Agreement shall be brought in Ada County, State of Idaho. In any action to interpret or enforce the terms of this Agreement, whether in law or equity, the prevailing Party shall be entitled to collect its attorneys' fees and all other costs and expenses of any litigation or other remedies of enforcement.

5. NO ADMISSION OF LIABILITY. The Parties acknowledge that this Agreement is the compromise of a dispute between the Parties, and that the consideration given is not to be construed as either Party's admission of liability.

6. REPRESENTATIONS AND WARRANTIES. In entering into this Agreement, neither Party has relied upon any facts or representations presented or made by any other Party, other than those limited facts and representations specifically set forth in this Agreement. Each of the signatories to this Agreement represents and warrants that such signatory has been duly authorized to enter into this Agreement on behalf of the Party for whom such signatory has executed this Agreement. Each Party enters into this Agreement of its own volition, without compulsion of any kind, and after a full opportunity to consider this matter with its own legal advisor. This Agreement contains the entire agreement between the Parties concerning the Disputed Fees.

7. SUCCESSORS AND ASSIGNS. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the successors and assigns of the Parties.

8. MODIFICATIONS. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the Party intended to be bound.

9. 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 of this Agreement, 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.

[SIGNATURES ON FOLLOWING PAGE]

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

PROPERTY OWNER

Tamra Riddle
Tamra Riddle

STATE OF IDAHO)
 : ss
County of Ada)

I HEREBY CERTIFY that on this 4th day of October, 2024, before the undersigned, a Notary Public in the State of Idaho, personally appeared TAMRA RIDDLE, proven to me to be the person who executed the said instrument, and acknowledged to me that such person 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.



Carissa Simons
Notary Public for Idaho
Residing at City of Meridian, Idaho
My Commission Expires: 06/27/2028

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

I HEREBY CERTIFY that on this _____ day of _____, 2024 before the undersigned, personally appeared ROBERT E. SIMISON and CHRIS JOHNSON, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Meridian, who executed the instrument on behalf of the City of Meridian, and acknowledged to me that the City of Meridian 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: _____

