

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

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

**AGREEMENT FOR EXTENSION OF DOMESTIC WATER AND SEWER SERVICE
OUTSIDE MERIDIAN CITY LIMITS: 2690 E. FRANKLIN ROAD**

This AGREEMENT FOR EXTENSION OF DOMESTIC WATER AND SEWER SERVICE OUTSIDE MERIDIAN CITY LIMITS ("Agreement") is made this 19 day of October, 2020 ("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 (hereinafter "City"), and Richard and Connie Schnebly, whose mailing address is 4050 E. Hubbard Road, Kuna, Idaho (hereinafter "Users") (collectively, "Parties").

WHEREAS, Users are the owners of parcel number S1108438512, located at 2690 E. Franklin Road, Meridian, Ada County, Idaho, more particularly described as: PAR #8512 @ S SIDE SW4SE4 SEC 08 3N 1E #438510-B (hereinafter "Subject Property"), which real property is located outside of Meridian City limits;

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;

WHEREAS, the City is authorized by Idaho Code section 50-332 to operate and maintain a domestic sewer system, and the City does exercise such authority, including by the adoption and enforcement of Title 9, Chapter 4, Meridian City Code;

WHEREAS, the Users requests to connect the existing residence at Subject Property to the City water and sewer systems, and to disconnect the private water well and private septic system at Subject Property;

WHEREAS, the Subject Property is contiguous to the City limits and Users are currently in the process of applying for annexation and zoning designations consistent with the City of Meridian Comprehensive Plan, but due to septic system failure seek to connect to City services immediately;

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 sewer and water services 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 Users monthly for sewer and water 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 Users.

II. COMMITMENTS BY USERS.

- A. Payment for City services.** Users shall pay to City any and all costs related to sewer and water connection, including, but not limited to, hookup, assessment, meter installation, and inspection fees. Upon connection to the City's sewer and/or water system, Users shall pay to City all applicable fees and costs for sewer and water 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 appealed to the Board of Appraisers under the procedure set forth in Meridian City Code. Notwithstanding any other provision of this Agreement, this provision shall be binding upon Users and upon any and all successors in interest of Users and/or to the Subject Property.
- B. No cross-connection.** Users 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 Chapter 3, Title 9, 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. This provision shall be binding upon Users and upon any and all successors in interest of Users and/or to the Subject Property.
- C. Consent to annexation.** Users specifically agrees that, as a specific consideration of City's willingness to enter into this Agreement, Users shall, and hereby does, provide perpetual consent to annexation of the Subject Property into the City of Meridian. This provision shall comprise evidence of Users's consent to annexation and shall be binding upon all subsequent purchasers, heirs, or assigns of the Subject Property. Notwithstanding any other provision of this Agreement, this provision shall be binding upon Users and upon any and all successors in interest of Users and/or to the Subject Property.
- D. Annexation application.** Within sixty (60) days of the Effective Date of this Agreement, Users shall, at Users' sole expense, submit an Annexation Application for the Subject Property into the City of Meridian. Users' Annexation Application shall include a complete submittal of all City-required documents, exhibits, and fees for requesting annexation into the corporate boundary that are in effect at the time of application. Such Annexation

Application shall propose zoning designations consistent with the Future Land Use Map designation of the City's Comprehensive Plan.

- E. Future development agreement.** Users acknowledge that, pursuant to Idaho Code section 67-6511A and the Meridian Unified Development Code ("UDC"), as part of the annexation process, Users 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.** Users 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 sewer and/or water 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 provide Users 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 Ada County court of competent jurisdiction by either City or Users, 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 sewer and/or water service to Users, to any successor(s) in interest, and/or to any sewer or water Users located on the Subject Property.
- 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

Users: Richard and Connie Schnebly
4050 E. Hubbard Road
Kuna, Idaho 83634

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, 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 Users 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 Users, 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 strict 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.

USERS:


Richard Schnebly

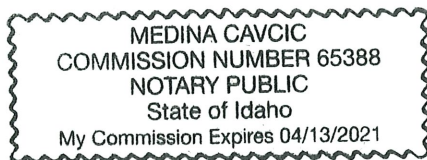
STATE OF IDAHO)

County of Ada) ss:

I HEREBY CERTIFY that on this 19th day of Oct 2020

before the undersigned, a Notary Public in the State of Idaho, personally appeared RICHARD SCHNEBLY, proven to me to be the person who executed the said instrument, and acknowledged to me that he 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 Ada, Idaho

My Commission Expires: 04-13-2021

Connie Schnebly
Connie Schnebly



STATE OF IDAHO)
County of Ada) ss:

I HEREBY CERTIFY that on this 19th day of Oct 2020
before the undersigned, a Notary Public in the State of Idaho,
personally appeared CONNIE SCHNEBLY, proven to me to
be the person who executed the said instrument, and
acknowledged to me that he 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.

[Signature]
Notary Public for Idaho

Residing at Ada, Idaho

My Commission Expires: 04-13-2021

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

STATE OF IDAHO)
County of Ada) ss:

I HEREBY CERTIFY that on this _____ day of _____,
2017 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: _____