

**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: 3840 E. OVERLAND ROAD**

This AGREEMENT FOR EXTENSION OF DOMESTIC WATER AND SEWER SERVICE OUTSIDE MERIDIAN CITY LIMITS (“Agreement”) is made this ____ day of _____, 2023 (“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 Robert N. Taylor, whose address 3840 E. Overland Road (hereinafter “User”) (collectively, “Parties”).

WHEREAS, User is the owner of parcel number R4626240475, located at 3840 E. Overland Road, Meridian, Ada County, Idaho, more particularly described as: LOT 3 BLK 2 JEWEL SUB (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, User 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 User is currently in the process of applying for annexation and zoning designations consistent with the City of Meridian Comprehensive Plan, but due to well failure seeks 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 User 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 User.

II. COMMITMENTS BY USER.

- A. Abandonment of private well and septic system.** Upon connection and provision of City water service to the Subject Property, User shall disconnect and discontinue the use of any and all private water wells and/or other water sources available on the Subject Property other than the City water system, except that such other sources may be utilized exclusively for the limited purpose of domestic irrigation. Further, upon connection and provision of City water service to the Subject Property, but no later than one hundred and eighty (180) days following execution of this Agreement, User shall properly decommission and discontinue the use of any and all septic systems available on the Subject Property.
- B. Payment for City services.** User shall pay to City any and all costs related to sewer and water infrastructure construction, materials, and connection, including, but not limited to, connection, assessment, meter installation, and inspection fees. Upon connection to the City's sewer and water systems, User 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 Adjustment under the procedure 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.
- C. 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 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.

- D. Consent to annexation.** User specifically agrees that, as a specific consideration of City's willingness to enter into this Agreement, User shall, and hereby does, provide perpetual consent to annexation of the Subject Property into the City of Meridian. This provision shall comprise evidence of User'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 User and upon any and all successors in interest of User and/or to the Subject Property.
- E. Annexation application.** Within sixty (60) days of the Effective Date of this Agreement, User shall, at User's sole expense, submit an application for annexation of the Subject Property into the City of Meridian. User's annexation application shall include a complete submittal of all City-required documents, exhibits, and fees for requesting annexation. Such annexation application shall propose zoning designations consistent with the Future Land Use Map designation of the City's Comprehensive Plan.
- F. Development agreement.** User acknowledge 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 and 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, pedestrian and vehicular 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.
- G. Dedication of pathway easement.** User shall consent to a condition of annexation requiring that User dedicate to the City of Meridian a pedestrian pathway easement across the Property, on the north side of Fivemile Creek, fourteen feet (14') in width, outside of the Nampa and Meridian Irrigation District ("NMID") easement, unless permission is granted by NMID to allow the pathway easement within the NMID easement. User shall not be obligated to construct a pathway as part of this Agreement.
- H. 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 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 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 Ada County 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 sewer and/or water service to User, to any successor(s) in interest, and/or to any sewer or water User 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 |
| User: | Robert N. Taylor
3840 E. Overland Road
Meridian, Idaho 83642 |
- 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.** 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 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 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.

USER:

Robert N. Taylor

STATE OF IDAHO)
) ss:
County of _____)

I HEREBY CERTIFY that on this _____ day of _____,
before the undersigned, a Notary Public in the State of Idaho,
personally appeared ROBERT N. TAYLOR, 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 _____, Idaho

My Commission Expires: _____

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 _____, 2023 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: _____