

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

**FIRST AMENDMENT TO THE AGREEMENT
FOR PROVISION OF WATER SERVICE OUTSIDE MERIDIAN CITY LIMITS:
PARCEL NUMBER R3579000015, 485 E. OVERLAND ROAD**

This First Amendment ("Amendment") to the is made this 24 day of June, 2025 ("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 Dara Tong, 485 E. Overland Road, Meridian, Ada County, Idaho ("User") (collectively, "Parties").

WHEREAS, the parties desire to amend the Agreement for Provision of Water Service Outside Meridian City Limits dated June 3rd, 2025 ("Agreement") to further clarify the agreement between the parties as more particularly set forth in this Amendment.

WHEREAS, the User has informed the City of User's intention to maintain use of the private well for irrigation purposes.

WHEREAS, the City has identified unsealed private wells as a threat to source water quality because they allow contaminants to move vertically within the aquifer system and desires to ensure the eventual proper abandonment of the existing well, the construction characteristics of which are unknown.

WHEREAS, the City agrees that User may continue to use the existing private well for irrigation only, and the User properly abandoned it when no longer used for irrigation.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, the parties agree as follows:

1. The Agreement remains in full force and effect in accordance with its terms except as specifically modified in this Amendment. All of the terms herein shall have the same meaning as contained in the Agreement, except as specifically defined otherwise in this Amendment.
2. Section II is hereby amended by deleting section D. and inserting the following:

D. Decommissioning (Abandonment) of private septic system. Upon connection and provision of City water and sewer service to the Subject Property, but no later than one hundred and eighty (180) days following execution of this Agreement, User shall

properly decommission all septic systems available on the Subject Property according to State law.

3. Section II is hereby amended inserting a new section G:

G. User may continue to use the existing private well for irrigation purposes only. If at any time the well ceases to be used for irrigation, User shall, within one hundred and eighty (180) days, properly decommission the well, including utilizing a licensed well driller for the work or receiving a waiver to that requirement from the Director of the Department of Water Resources. User shall provide a copy of the driller's report describing the decommissioning procedure to the City.

4. The Agreement, as amended by this Amendment constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Parties. The Agreement may not be further amended in any manner except in a writing signed by the parties. This Amendment shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

5. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

Signature lines on following page.

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

USER:



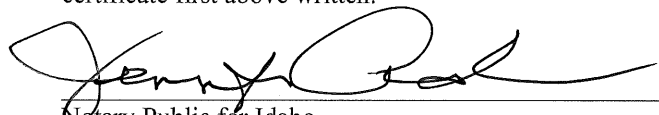
Dara Tong

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 24 day of June, 2025, before the undersigned, a Notary Public in the State of Idaho, personally appeared Dara Tong, known or identified to me

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: 6/8/2028

CITY OF MERIDIAN:

BY:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

STATE OF IDAHO)
): ss
County of Ada)

On this ____ day of _____, 2025, 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.

Idaho

Notary Public for Idaho
Residing at _____,

My Commission Expires: _____