

LETTER OF AGREEMENT  
BETWEEN CITY OF OTHELLO AND  
ADAMS COUNTY PARK AND RECREATION DISTRICT

This Agreement is made between the Adams County Park and Recreation District #1 (District) and City of Othello, Washington, a municipal corporation (City).

**PURPOSE:** The purpose of this agreement is to secure the assistance of the City in developing a parcel of land known as Taggares Park, in exchange for such assistance District will grant the City ownership of a parcel of land within the Park for the purpose of drilling a water well for the City. Such assistance may be in the form of cash or assistance in constructing water and sewer main line piping to provide City owned utilities to the Park.

**COVENANTS:**

The Park District will perform the following:

1. District will grant the City a deed for a parcel of land within the Park reasonably adjacent to right of way on either Cunningham Road and Taylor Road. Said parcel further described as attached Exhibit A. Parcel deeded to the City shall not be encumbered with any easement.
2. District will grant the City utility access easements as necessary to access the well site from an adjacent public right of way. Such easements to provide the City access over, under and through the Park for construction, reconstruction and maintenance for surface and/or subsurface facilities.
3. District agrees that District use of City property must conform to uses permitted for well head protection area.
4. District will maintain the City property outside the well site fence area, including establishing and maintaining vegetative cover.
5. District is the applicant for city services to this parcel and will comply with City Ordinances required for granting of such service and building public right of way infrastructure in conformance to City adopted standards.

The City will perform the following:

1. City will pay the District the amount of \$10,000, such payment may be in any following combination, at the sole discretion of the City:
  - A. In kind service may include one or any combination of the following:
    1. Service - engineering or design for water or sewer utility piping.
    2. Material - piping and appurtenances for water or sewer that provide main line piping and/or connection to existing mainline.
    3. Connection fees - including site facility fees, and tapping fees valued at the price required in the Water and Sewer Ordinance current as of the date of the Agreement.
    4. Labor - provide labor, either skilled or non skilled, to install piping or appurtenances for water and/or sewer main line construction. Labor provided shall be valued at an hourly rate actually paid by the City, including all payroll costs and benefits and an administrative overhead of 10% of the gross costs of labor.
    5. Equipment - provide equipment in the construction of piping or appurtenances for water and/or sewer main line. Equipment provided shall be valued at an hourly rental fee paid to area contractors for such equipment.

B. Cash.

2. Payment shall be in full prior to City commencing permanent occupation of the property.
3. City may construct on the well site a single structure not larger than 900 square feet.
4. City may construct a security fence upon the property to encompass the building and 30 foot wide area surrounding the entire building.
5. City will permit the District to use the surface area beyond the fence line for open field recreation uses that do not involve construction of permanent facilities on the City property.
6. City will not use the fence enclosure area for storage other than during period of work on the well site.
7. City will maintain the building, fence and well site fence area.

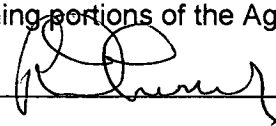
COMPENSATION: City shall regularly present the District authorized representative, not more frequently than monthly, a written invoice of expenses that the City intends included in the aggregate total due the District. The District will contest all or portions of an invoice within thirty days after delivery of the invoice to the District. Invoice portions not contested shall reduce the outstanding balance due the District to secure the well site deed.

DISPUTE: Contested invoices or other disagreements about this agreement shall be presented to a joint meeting of the City of Othello Mayor and the Adams County Park and Recreation District Chairman whom shall attempt to resolve the dispute. If the Mayor and Chairman are unable to resolve the dispute then resolution shall be by arbitration. The arbitrator shall be a person acceptable to both parties. Both parties shall equally share the cost of such arbitration.

OWNERSHIP: In the event that the City performs in kind service in lieu of cash, such action shall not relieve the District from responsibility for assuring that utility construction reasonably conforms to City recognized standards for material and method. The District shall remain the owner of the project until such work is approved and accepted as complete by the City.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the City and District with respect to this matter and supersedes any and all prior agreements and understandings, oral or written. Any alteration or amendment or modification of this Agreement shall be set forth in writing and signed by both parties.

SEVERABILITY: In the event any portion of this Agreement is determined to be void or unenforceable, such provisions shall be severable and will not affect the validity of the remaining portions of the Agreement.

By: 

\_\_\_\_\_  
(name)

Date: 8 - (title) 11 - 99

By: 

ER Kelley  
\_\_\_\_\_  
(name)

Mayor  
Date: 8/11/99  
\_\_\_\_\_  
(title)

EXHIBIT A  
Taggares Park

The following parcel description is intended to describe boundaries that encompass the area known as Taggares Park.

Beginning at the Northeast corner of Section 5, Township 15 North, Range 29 East, W.M. Adams County, Washington; thence South  $89^{\circ}52'30''$  West a distance of 40.40 feet to the True Point of Beginning; thence South  $2^{\circ}38'45''$  West a distance of 1356.34 feet; thence South  $89^{\circ}51'46''$  West a distance of 618.60 feet; thence North  $2^{\circ}35'38''$  East a distance of 1356.42 feet; thence North  $89^{\circ}52'30''$  East a distance of 619.83 feet to the True Point of Beginning.