

AGREEMENT

THIS AGREEMENT, made and entered into this 23<sup>rd</sup> day of August, 1976, by and between:

THE CITY OF OTHELLO, a municipal corporation of the State of Washington, hereinafter called the City, with principal offices at 512 E. Main Street, Othello, Adams County, Washington 99344

and

ADAMS COUNTY PUBLIC HOSPITAL DISTRICT NO. 1, a municipal corporation, hereinafter called the Hospital District, with principal offices in Ritzville, Washington 99169.

WHEREAS, the City initiated and developed substantial improvements to Lions Park, located in said city, and provided for suitable irrigation water, negotiated with the Bureau of Reclamation and the East Columbia Basin Irrigation District, for an allotment of irrigation water to irrigate said park, and

WHEREAS, to install said water system it was necessary to install pumping facilities and, rather than install them on the City right-of-way, the City negotiated an oral agreement for an easement to install the pumping facilities on a corner of the Hospital District land, and

WHEREAS, the Hospital District has requested that the City permit the Hospital District to connect to said irrigation water main line for public hospital use, and

WHEREAS, the City has no objection to permitting the Hospital District to enjoy and use the City's irrigation facilities, provided that said Hospital District obtains an allotment of irrigation water from the East Columbia Irrigation District, and also pays for its proportionate share of pumping costs, as well as the costs of the irrigation water and expenses incidental thereto,

NOW, THEREFORE, WITNESSETH, the parties agree as follows:

The Hospital District agrees as follows:

1. To apply for and obtain an allotment of irrigation water from the East Columbia Basin Irrigation District for use in irrigating the hospital grounds, before connection is made to the City System.
2. To pay to the City, or to the East Columbia Basin Irrigation District, as the Irrigation District shall require, the actual costs of the irrigation water on a pro-rata basis, or as the Irrigation District shall require, when due and before delinquency.
3. To install its own irrigation system, and a meter and connection, as approved by the City, at the expense of the Hospital District, and to maintain the same in working order.
4. To reimburse the City of Othello the pro-rata cost of electric power or other expense actually incurred by the City in furnishing said irrigation water and the pumping expense, to the Hospital District.
5. To keep and save harmless the City from any loss or property damage, bodily injury or death incurred from the connection or use of said irrigation water facilities.
6. To take said irrigation water at the time or times as permitted by the City, recognizing the priority use of said irrigation water by the City.
7. To give to the City, an easement, in writing, confirming the oral easement over and across the following described real property, situated in the County of Adams, State of Washington, to-wit:

The east 88 feet of the south 20 feet of the parcel conveyed to the Othello Community Hospital on May 17, 1965, recorded as description No. 1300 in the City Clerk's office at Othello, Washington, except the east 43 feet thereof reserved for a public roadway, said easement also described as follows:

The east 88 feet of the south 1163.14 feet of Section 34, Township 16 North, Range 29 E.W.M.; except the east 43 feet and the south 1143.14 feet thereof, with reference to the plat of Othello Land Co's First Addition to Othello as filed June 10, 1909, in the records of Adams County, Washington.

The City agrees as follows:

1. To cooperate with the Hospital District in fulfilling the intentions of this agreement.
2. The City reserves the priority use of the available irrigation water and the time and times of pumping and distribution thereof to Lions Park.
3. The City of Othello expressly disclaims any liability to the Hospital District or any third persons resulting

from the connection and use of said City water lines and pumping facilities arising from any cause, excepting for gross negligence on the part of the City, its officers, or employees.

- 4. Upon default by the Hospital District of any of the terms and conditions hereof, the City shall give the Hospital District sixty (60) days notice of said default or defaults, and if said default remains uncorrected after said time, the City reserves the right to disconnect the water service to said Hospital District, in addition to other remedies provided by law.

Time is the essence of this agreement and it shall run with the land and be binding upon the successors of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the 23<sup>rd</sup> day of August, 1976.

ADAMS COUNTY HOSPITAL DISTRICT

THE CITY OF OTHELLO

By Donald P. Geschke  
Commissioner

By Lyall H. Menser  
Mayor

By J.D. Shimek  
Commissioner

Attest: Judith M. Hawley  
City Clerk

STATE OF WASHINGTON )  
  : SS.  
County of Adams        )

On this 23<sup>rd</sup> day of August, 1976, before me, the undersigned Notary Public in and for the said County and State, personally appeared LYALL MENSER and JUDITH M. HAWLEY, to me personally known and known to me to be the Mayor and City Clerk of the City of Othello, County of Adams, State of Washington, and the persons described in and who executed the foregoing instrument, and they acknowledged to me that they signed and executed the same as Mayor and City Clerk of said City, as their free and voluntary act and deed, for the uses and purposes and in the capacity therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

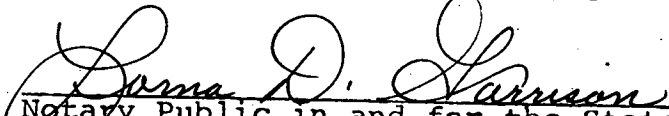
Judith M. Hawley  
Notary Public in and for the State of Washington, residing at Othello

STATE OF WASHINGTON )  
  : SS.  
County of Adams        )

On this 30<sup>th</sup> day of July, 1976, before me, the undersigned Notary Public in and for the said County and State, personally appeared Donald P. Geschke and J.D. Shimek,

to me known to be the duly elected and acting Hospital District Commissioners described in and who executed the foregoing instrument as Commissioners of said Hospital District as their free and voluntary act and deed, for the uses and purposes and in the capacity therein mentioned.

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 in and for the State  
of Washington, residing at Othello

# EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor

~~Othello Community Hospital~~ Adams County Public Hospital

District No. 1

hereby grants and conveys to the Grantee City of Othello

successors and assigns, the right, privilege and authority to construct, improve, repair and maintain an irrigation pump vault and appurtenances under,

across, over and upon the following land, located in Adams County, State of Washington, to-wit:

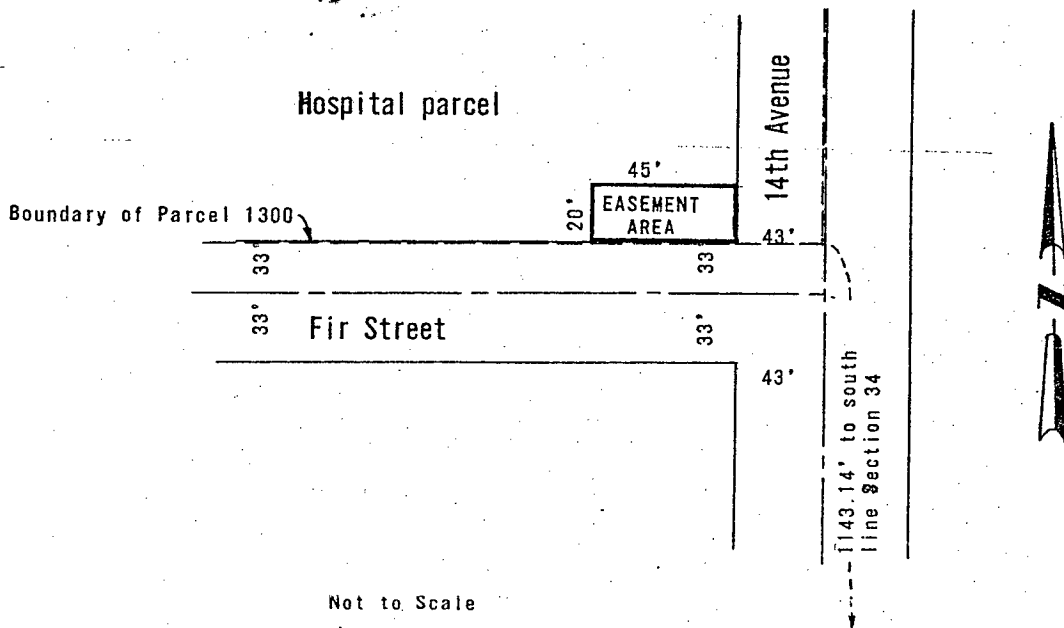
The east 88 feet of the south 20 feet of the parcel conveyed to the Othello Community Hospital on May 17, 1965, recorded as description No. 1300 in the City Clerk's Office at Othello, Washington, except the east 43 feet thereof reserved for a public roadway, said easement also described as follows:

The east 88 feet of the south 1163.14 feet of Section 34, Township 16N, Range 29 EWM; except the east 43 feet and the south 1143.14 feet thereof, with reference to the plat of Othello Land Companys First Addition to Othello as filed June 10, 1909 in the records of Adams County.

Located in Section 34, TWP 16N, R 29 EWM, Adams County, Washington

This Easement is upon grounds occupied by the Othello Community Hospital and in consideration of the granting of this Easement, the City of Othello agrees that it will provide to the Othello Community Hospital a connection to the irrigation water system above described, and will make available to the Othello Community Hospital irrigation water for the purpose of irrigating the grounds at the Hospital, provided that the Hospital District (Othello Community Hospital) shall pay its pro rata share of the cost of electricity and the cost of water which shall be in the ratio that the amount of water used in irrigating the Hospital grounds bears to the total amount of water used through the system.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.



In Witness Whereof, The said Grantor has executed this instrument the 17<sup>th</sup>

day of June 1975

*John S. Sargent*  
*[Signature]*

STATE OF WASHINGTON,

ss.

(INDIVIDUAL ACKNOWLEDGMENT)

County of \_\_\_\_\_

I, \_\_\_\_\_ Notary Public in and for the State of Washington, residing at \_\_\_\_\_ do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ personally appeared before me

to me known to be the individual \_\_\_\_\_ described in and who executed the within instrument and acknowledged that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for the State of Washington, residing at \_\_\_\_\_ in said County.

STATE OF WASHINGTON )

ss:

County of Adams )

On this 17<sup>th</sup> day of June, 1975, before me personally appeared JOHN G. SARGENT and J. D. SHIMEK, to me known to be the President and Secretary, respectively, of Adams County Public Hospital District No. 1, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to sign said instrument. The District has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Ernie W. Morgan*  
Notary Public in and for  
the State of Washington,  
residing at Ritzville.

No. \_\_\_\_\_  
EASEMENT  
RIGHT OF WAY  
FROM \_\_\_\_\_  
TO \_\_\_\_\_

COBY