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Page: 1 of 3

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Adams Co. Aud.

Expires 8/11/18

Return address:

City of Othello  
500 E. Main  
Othello, WA 99344

Please print neatly or type information  
Document Title(s)

Agreement

Reference Number(s) of related documents

\_\_\_\_\_

Additional Reference Numbers on page \_\_\_\_\_

Grantor(s) (Last, First and Middle Initial)

Catholic Family Housing Services of Eastern Washington  
P.O. Box 1453  
Spokane, WA 99210-1453

Additional Grantees on page \_\_\_\_\_

Grantee(s) (Last, First and Middle Initial)

City of Othello  
500 E. Main St.  
Othello, WA 99344

Additional Grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

\_\_\_\_\_

Additional Legal Description on page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

\_\_\_\_\_

Additional Parcel Numbers on page \_\_\_\_\_

The Auditor/Recorded will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



## AGREEMENT

### 1. PREAMBLE.

THIS AGREEMENT, entered into the 11<sup>th</sup> day of August, 2003 by and between Catholic Family Housing Services of Eastern Washington, hereinafter referred to as "DEVELOPER" and the CITY OF OHELLO, WASHINGTON, hereinafter referred to as "CITY".

### 2. *RECITALS.*

- 2.1 DEVELOPER is the owner of property in the CITY.
- 2.2 DEVELOPER has caused infrastructure to be constructed upon said property for a residential development.
- 2.3 At the time of the construction of said infrastructure, CITY'S sewer did not extend to DEVELOPER'S property.
- 2.4 DEVELOPER did cause sewer to be extended from CITY'S sewer to DEVELOPER'S property and said extended sewer system improvements may benefit other properties as well.
- 2.5 All such sewer extensions and improvements were required as a condition of the development of the DEVELOPER'S property.
- 2.6 CITY has accepted sewer for public use and has assumed the responsibility for operation and maintenance, and is now operating and maintaining said sewer system.

### 3. *AGREEMENT*

For valuable consideration received by the parties, and in accordance with RCW Chapters 35.91 and 35.72, it is mutually agreed as follows:



- 3.1 CITY agrees that from and after the date of this Agreement, CITY shall not permit any individual, corporation or other entity to connect to or in any way utilize said sewer system extended by DEVELOPER unless and until the reimbursable portions of the cost of said sewer system has been reimbursed to DEVELOPER, all pursuant to the provisions of this Agreement.
- 3.2 Prior to execution of this Agreement by CITY, DEVELOPER has delivered to CITY an accurate statement of the total cost of said sewer system extensions, including other directly related costs such as engineering. CITY has approved such costs.
- 3.3 On the date any party designated in paragraph 3.1 connects to the extended sewer system, CITY shall assess a fee as follows:

**Reimbursement Amount: \$5,750.00 (Five Thousand, Seven Hundred, Fifty Dollars and no cents).**

**Affected Area: The property south of the Leary Short Plat, and north of Rose Drive extended east and west of 10<sup>th</sup> Avenue extended south.**

- 3.4 DEVELOPER shall provide, deliver and pay the costs of recording all necessary maps and descriptions required to be filed with the Adams County Auditor to record this reimbursement requirement as provided by law.
- 3.5 The terms and conditions of this Agreement shall be binding upon the parties until the entire cost expended by DEVELOPER on all extensions and improvements allowed to be reimbursed is recaptured or until the 11<sup>th</sup> day of August, 2018, whichever shall first occur.
- 3.6 All payment made by CITY to DEVELOPER pursuant to the terms and conditions of this Agreement shall be forwarded to DEVELOPER as follows:

Catholic Family Housing Services of Eastern Washington  
PO Box 1453  
Spokane, WA 99210-1453

The parties executed this Agreement on the date first written above.

DEVELOPER

CITY OF OTHELLO

By Donna M. Hanson

By Jeannie L. Sanders  
Jeannie L. Sanders, Mayor