

**AGREEMENT FOR PAYMENT OF
ADDITIONAL UTILITY CONNECTION CHARGE OVER TIME**

THIS AGREEMENT is entered into by and between **Alfred Ochoa Jr. and Jodi L. Ochoa** (herein Customer) and the **City of Othello, Washington**, (herein City), for the purpose of permitting the Customer to pay an additional utility connection charge imposed by City ordinance over time and with interest. The parties hereby agree as follows:

Section 1: Utility Connection. Customer owns real property at 300 East Lee Street, Othello, within the City's corporate limits; also known as Adams County Assessor's Parcel No. 1529030682599. Customer desires water utility service from the City at that location. The property at 300 East Lee Street is subject to an additional connection charge to reimburse the City for installation of water mains.

Section 2: Payment of Additional Connection Charge Over Time With Interest. The Customer desires to pay to the City the additional connection charge associated with connecting 300 East Lee Street over a period of ten (10) years at 4% annual interest. The City is willing to permit this payment over time with interest of the additional connection charge for 300 East Lee Street on the terms set forth herein.

Section 3: Terms of Payment Over Time with Interest.

3.1 Beginning on or before November 1, 2013, and each year thereafter on or before November 1st of each year thereafter through 2022, the Customer shall pay to the City Two Thousand, Nine Hundred Fifty-Eight Dollars and Ninety-Eight Cents (\$2,958.98) in U.S. currency at City Hall. If Customer shall make all required payments on or before their due date, the Customer shall be discharged from any further obligation under this Agreement.

3.2 This obligation shall be personal to and the sole obligation of Customer whether Customer retains ownership of or operates a business at 300 East Lee Street.

Section 4: Additional Terms. Failure to perform any of the following additional terms may be considered an instance of default.

4.1 The monthly utility billing from the City to the Customer for ongoing utility service for 300 East Lee Street must be maintained in a current status and not be more than 60 days past due.

4.2 Annual payments listed above in Section 3 must be paid on or before their due date.

4.3 The Customer shall comply with all City ordinances and policies related to delivery of utility service.

Section 5: Effect of Default.

5.1 Any default in the terms of this Agreement will result in a discontinuance of utility service to 300 East Lee Street until such default is cured.

5.2 A failure to make an annual payment provided for in this Agreement shall result in the entire remaining balance owed to the City becoming immediately due and owing, at the City's option, without further notice to the Customer.

Section 6. Successors and Assigns. This Agreement and the various rights and obligations arising hereunder shall inure only to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

Section 7. Invalidity. The invalidity or unenforceability of any term or provision of this Agreement or the application of such term or provision to any person or circumstances shall not impair or affect the remainder of this Agreement and its application to other persons and circumstances, and the remaining terms and provisions hereof shall not be invalidated but remain in full force and effect.

Section 8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Washington. Venue to resolve any dispute between the parties arising from this Agreement shall be in Adams County Superior Court.

Section 9. Captions. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretations of any provision of this Agreement.

Section 10. Construction of Agreement. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

Section 11: Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall not be entitled to recover any of its costs and expenses including such sum as the court may judge reasonable for attorney's fees, including fees upon appeal of any judgment or ruling.

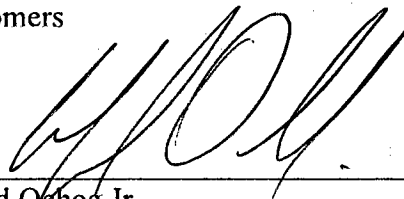
DATED and effective this 25 day of October, 2012.

City of Othello

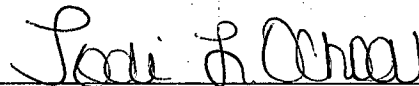
Customers



Tim Wilson, Mayor



Alfred Ochoa Jr.



Jodi L. Ochoa