

Agreement
CITY OF OTHELLO
Adams County Auditor, Nancy McBroom



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)

CITY OF OTHELLO
500 E. MAIN
OTHELLO, WA 99344

Additional Grantees on page

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

Please See Exhibit A - Page 2

Additional Grantees on page

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

Please See Exhibit B - Page 3

Additional Legal Description on page

Assessor's Property Tax Parcel/Account Number

Please See Exhibit C - Page 4

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
OLSEN HOMES, LLC AND THE CITY OF OTHELLO

ATTACHMENT A:

GRANTEE(S):

- BOUMA, GENE & MARALEE
- MARROQUIN, MARTIN & JUANA
- FORDE, DANIEL L. & KIMBERLY RAE
- VILLARREAL, HUGO & VALERIA
- GONZALEZ, ARMANDO & ROSA M.
- GARZA ENTERPRISES
- DDM ENTERPRISES, LLC



AGREEMENT
OLSEN HOMES, LLC AND THE CITY OF OTHELLO

ATTACHMENT B:

LEGAL DESCRIPTIONS:

- LOTS 109 THRU 114, BONNELLS RESIDENTIAL
- LOT 115, BONNELLS RESIDENTIAL
- LOT 116, BONNELLS RESIDENTIAL
- LOT 117, BONNELLS RESIDENTIAL
- LOT 118, BONNELLS RESIDENTIAL
- S ½ WDU 274 BLK 45 LESS TAX 157 369 207 1001, #2536 526'X300'
(TO BE KNOWN AS LEARY SHORT PLAT) OTHELLO TRACTS
- TAX #156, OTHELLO TRACTS (E SIDE 7TH AVE EXTENDED LYING
N OF HWY 26) DESCRIBED AS FOLLOWS: BEGINNING AT THE
SOUTH ¼ CORNER ON THE SOUTH LINE OF 3-15-29; THENCE N2
ø19' 04" E 808.87' ALONG THE MID- SECTION LINE; THENCE N
89ø32' 09" E 808.87'; THENCE S2ø19' 04" W 808.87' TO THE
SOUTH LINE OF SAID SECTION; THENCE SOUTH 89ø32' 09"W
808.89' ALONG THE SOUTH LINE OF SAID SECTION TO THE POB.
CONTAINING 15 ACRES, MORE OR LESS. 0/0 FU 103, BLK 45.



AGREEMENT
OLSEN HOMES, LLC AND THE CITY OF OTHELLO

ATTACHMENT C:

PARCEL NUMBERS:

- 1529030540109
- 1529030540115
- 1529030540116
- 1529030540117
- 1529030540118
- 1529030680156
- 1529030680275



AGREEMENT

1. PREAMBLE.

THIS AGREEMENT, entered into the 20nd day of February, 2010, by and between Olsen Homes, LLC, hereinafter referred to as "DEVELOPER" and the CITY OF OTHELLO, WASHINGTON, hereinafter referred to as "CITY."

2. RECITALS.

- 2.1 DEVELOPER is the owner of property in the CITY known as Sagestone 5th addition Major Plat.
- 2.2 DEVELOPER has caused to be constructed upon said property infrastructure for a residential development known as Sagestone 5th addition Major Plat.
- 2.3 At the time of the construction of said infrastructure, CITY'S sanitary sewer system did not extend to DEVELOPER'S property.
- 2.4 DEVELOPER did cause to be extended from CITY'S sanitary sewer system to DEVELOPER'S land a sewer line providing sewer services 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 said sewer system 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 portion 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 the right and responsibility to reasonably approve or disapprove of such costs and shall not recapture any costs not so approved.
- 3.3 The sewer line constructed by the DEVELOPER extends from the intersection of Columbia Street and 7th Avenue (412 feet north of the south quarter corner of Section 3, Township 15 North, Range __ East, W.M., in the City of Othello, Washington) north in the right of way of 7th Avenue 547 feet and then east in an easement 571 feet to the west boundary of the Sagestone 4th Addition Major Plat.

The properties affected by this reimbursement are:

Bonnell's Residential Addition

- Lot 112 Parcel #1529030540109; Lot 116 Parcel #1529030540116;
- Lot 113 Parcel #1529030540109; Lot 117 Parcel #1529030540117;
- Lot 114 Parcel #1529030540115; Lot 118 Parcel #1529030540118
- Lot 115 Parcel #1529030540115;

Portion of Parcel #1529030680275 conveyed to DDM Enterprises, LLC, by SWD AFN 280360

Parcel #1529030680156 conveyed by SWD AFN 133994.

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3.4 On the date any part designated in paragraph 3.1 connects to the extended sewer system, CITY shall assess a fee as follows:

Reimbursement Amount: 18.00 per frontage foot

Affected Area: 1,180 feet beginning at Sagestone 5 and ending at existing Sewer Main.

3.5 DEVELOPER shall reimburse to the CITY all costs of public hearings required by law prior to execution of this AGREEMENT. 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.

3.6 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 22nd day of February, 2025, whichever shall first occur.

3.7 All payments made by CITY to DEVELOPER pursuant to the terms and conditions of this AGREEMENT shall be forwarded to DEVELOPER as follows:

Olsen Homes, LLC
P. O. Box 393
Othello, WA 99344

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

Owner, Olsen Homes, LLC

CITY OF OTHELLO

By *[Signature]*
Signature
Print Name: *Pete Olsen*
Title: *Member*

By *Tim Wilson*
Tim Wilson, Mayor

State of Washington

State of Washington

County of *Adams*
Signed or attested before me
On *5-06-2010* By *Pete Olsen*

County of *Adams*
Signed or attested before me
On *5-06-2010* By *Tim Wilson*

Debbie L. Kudma
Notary Public

Debbie L. Kudma
Notary Public

My appointment expires: *12-05-2012*

My appointment expires: *12-05-2012*

