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Nancy McBroom	Adams County Auditor		0.00	

City of Othello
500 E. Main Street
Othello WA 99344

Please print neatly or type information
Document Title(s)

Extra Territorial Utility Extension Agreement, Covenant Running With
The Land, And Power of Attorney
Reference Number(s) of related documents

N/A

Additional Reference Numbers on page _____

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

City of Othello
500 E. Main Street
Othello WA 99344

Additional Grantees on page _____

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

Reza Firouzi
857 N. Vista Drive
Moses Lake WA 98837

Additional Grantees on page _____

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

Kameron Estate II, Division 1, Lot 31, Farm Unit 7, Block 49, in the SE 1/4 of
the NE 1/4 of Section 5, Township 15 North, Range 29 E
Assessor's Property Tax Parcel/Account Number

Additional Legal Description on page _____

N/A

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.

**EXTRA TERRITORIAL UTILITY EXTENSION AGREEMENT,
COVENANT RUNNING WITH THE LAND, AND
POWER OF ATTORNEY**

1. **Parties:** The parties to this Agreement are: The City of Othello, Washington (herein City), a municipal corporation of the State of Washington, located entirely within Adams County, Washington, and Reza Firouzi.

2. **Recitals:**
 - 2.1. The City is the owner of a municipal sewer system and municipal water system which operates adjacent to the area proposed platted as Kameron Estate II, real property near Othello, Washington.
 - 2.2. Developer desires to receive sewer utility service and water utility services from the City for use to provide such service to residential dwelling units upon its real property located approximately one half mile from the west city limit.
 - 2.3. The City, pursuant to its Resolution No. 96-06 requires that all non-contiguous real property which receives water and/or sewer utility services from the City be subject to an agreement which affects the use of the real property served by the City utilities, restricts expansion of City utility services beyond those contracted for, and creates a covenant running with the land.
 - 2.4. Developer is fully aware of the restrictions imposed upon itself and its successors heirs, and assigns by City Resolution No. 96-06 and enters into this Agreement freely and voluntarily.

3. **Agreement:** It is agreed by and between the parties as follows:

be permitted on any lot. Conforming uses and structures shall be single family residential and residential accessory in type and construction.

- 3.10. Developer agrees and covenants that the Premises will not be used in any manner or for any purpose inconsistent with or contrary to the City's comprehensive land use plan as that plan now exists or as it may be from time to time altered, amended, or readopted.
- 3.11. This Agreement is personal to Developer and Developer may not assign, transfer, convey, give or devise its rights and duties under this Agreement to any successor except as provided herein. Developer or the successor holder of the fee title to the Premises shall be the entity or individual personally bound by the Agreement and responsible to perform under this Agreement. No subsequent leasehold, joint venture, or other tenancy or use agreement shall be deemed to relieve Developer from performing under this Agreement. The City shall only be required to deal with the designated representative of Developer in the administration of the Agreement. The City shall not approve any assignment, conveyance, gift or devise of this Agreement to any successor owner of the Premises except upon condition that the successor in interest shall execute an acknowledgment, waiver, easement and power of attorney in substantially the same form as this Agreement, easement, and power of attorney executed by Developer and then the City shall determine, in its sole discretion, whether or not this Agreement shall be amended to allow such assignment, conveyance, gift or devise.
- 3.12. Developer shall execute contemporaneously with this Agreement the subjoined power of attorney and subjoined covenant respecting the annexation of the Premises of the City. This power of attorney is executed, as is this Agreement, by Developer with a full understanding the Developer may be waiving and transferring to the City a valuable right as a land owner as respects annexation by the City. Developer waives any objection to annexation by the City. Developer acknowledges it has relied solely upon its own legal counsel and fully understands the legal rights it is or may be surrendering to the City by the execution of this Agreement and the subjoined easement and power of attorney.
- 3.13. Developer understands the delivery of utility services to these Premises so long as they remain outside the corporate limits of the City, is a discretionary act of the City and execution of this Agreement and performance hereunder are not intended and shall not be considered as an indication by the City of the intention to become a general provider of utility service beyond the terms of this contract, to these Premises or any other lands located outside the corporate limits of Othello.
- 3.14. Developer acknowledges its understanding that any or all utility service provided under this Agreement by the City are or may become subject to surcharges and/or increased charges in addition to those charged to similar customers located within

4.3. This Agreement and subjoined documents may only be modified by a writing signed by both parties. This Agreement may be executed in duplicate, of which either duplicate copy shall be deemed as an original.

DATED: April 26, 2000

[Signature]

Mayor E R Kelley
City of Othello

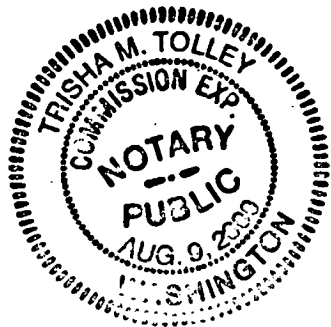
By: Reza Firouzi
President

By: [Signature]
Mayor

STATE OF WASHINGTON
COUNTY OF ADAMS

I certify that I know or have satisfactory evidence that Reza Firouzi signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Sand to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: April 26, 192000



Trisha M. Tolley
Trisha M. Tolley
(Type or Print Name)

Notary Public for Washington State
My Commission Expires: Aug 9, 2000

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POWER OF ATTORNEY

1. **Appointment:** (Developer) hereby makes, constitutes, and appoints the City of Othello, Washington, its true and lawful attorney for it and in its name, place and stead for the purposes stated herein.

2. **Independent Advice:** Developer has executed this Power of Attorney for the purposes stated after having a full understanding of the implications of the execution of this instrument. This Power of Attorney is also executed after being fully advised by its own counsel as to the power being conveyed to the City of Othello and with a full appreciation and waiver of any rights being abrogated.

3. **Purpose:** Developer appoints the City of Othello as its attorney for the purpose of executing any and all documents, petitions, requests, letters or the like necessary or desirable in the process of the annexation of the Premises described in the foregoing Extra Territorial Utility Extension Agreement into the corporate limits of the City of Othello.

4. **Termination:** This Power of Attorney may be revoked by Developer only upon the termination of the foregoing Extra Territorial Utility Agreement, or upon the consent of the City of Othello's City Council. The continued validity, viability, and existence of this Power of Attorney is a prerequisite of continued utility service delivery to the Premises under the terms of the Extra Territorial Utility Extension Agreement by the City of Othello. Termination of this Power of Attorney by Developer shall automatically terminate the Extra Territorial Utility Extension Agreement between Developer and the City of Othello.

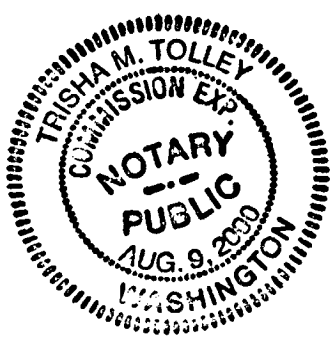
DATE: 4/26/00

Reza Firouzi
By: Reza Firouzi
President

STATE OF WASHINGTON
COUNTY OF ADAMS

I certify that I know or have satisfactory evidence that Reza Firouzi signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the President of Said to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: April 26, 19 2000.



Trisha M. Tolley
Trisha M. Tolley
(Type or Print Name)

Notary Public for Washington State
My Commission Expires: Aug 9, 2000

Kameron Estates

12/20/1999

Mr. Curt Andrews
City Engineer
City of Othello
500 East Main
Othello, WA 99344

Dear Mr. Andrews:

This letter is in regards to the Extra Territorial Use Agreement between the City of Othello and Reza Firouzi for Water and Sewer services to Kameron Estates.

We have currently developed the first phase of our project and would like to address the City Council regarding the nature of development for phase 2.

Please place us on the agenda for the next available City Council meeting.

Sincerely,

Reza Firouzi
Developer/Kameron Estates

A handwritten signature in black ink, appearing to read 'Reza Firouzi', written over a horizontal line.