

Return address:

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

Please print neatly or type information

Document Title(s)
Agreement between City of Othello, Washington, and Eagle Village Homeowners Assoc. Regarding Eagle Estates Sewer Service

Reference Number(s) of related documents

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)

Eagle Village Homeowners Assoc.
2128 N. Pines Rd., Suite 17-11
Spokane, WA 99206

Additional Grantees on page

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

Lot 1 - Lot 35 Eagle Estates Subdivision

Additional Legal Description on page

Assessor's Property Tax Parcel/Account Number

1529031300001 thru 1529031300035

Additional Parcel Numbers on page

The Auditor/Recorder verify the accuracy

Eagle Village Homeowners has to operate and maintain the sewer lines w/in the development. Contact Duke Stoker for issues: 488-0720

The staff will not read the document to you herein.

RECORD AND RETURN TO
City of Othello
500 E Main St
Othello, WA 99344



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AGREEMENT BETWEEN CITY OF OTHELLO, WASHINGTON, AND
EAGLE VILLAGE HOMEOWNERS ASSOCIATION REGARDING EAGLE
ESTATES SEWER SERVICE

1. **Preamble.** This agreement is made and entered into by and between The City of Othello, a municipal corporation of the State of Washington, herein known as "City," and Eagle Village Homeowners Association, a Washington homeowners association, herein known as "Association."

2. **Recitals.**

2.1 City operates a municipal sewer utility that maintains and operates a municipal sewer system and services an area within and without the City's limits.

2.2 Association is the successor operator of a sewer lateral to the Developer who developed certain real property adjacent to the City known as Eagle Estates, herein the "Property."

2.3 The City and Developer entered into an extraterritorial agreement, herein known as the "Extraterritorial Agreement," for the delivery of water services to the Property which agreement was recorded under Adams County Auditor's file number 266102. The Property is described in that Extraterritorial Agreement.

2.4 The Developer was responsible to maintain a lateral sewer service from a City manhole located in Rainier Road to each service location (lot) within the Property. The Association is the entity which will assume all the Developer's obligations to maintain and service a lateral sewer service from a City manhole located in Rainier Road to each service location (lot) within the Property.

3. **Agreement.** In consideration of the mutual benefits and covenants described herein, the parties agree as follows:

3.1 Purpose. The purpose of this Agreement is to memorialize the Association's assumption of the responsibilities of the Developer for maintenance of the private sewer lateral and related individual sewer services to the lots located within the Property.

3.2 Acceptance of Obligation. All individual properties within the Property are members of the Association. The Association's organizational documents require it to assume maintenance and repair of the sewer lateral and services described herein and services described herein. With such assumption by the Association of the obligation to maintenance and repair of the sewer lateral and services described herein and services described herein, the Developer is relieved of his obligations as respects maintenance and repair of the sewer lateral and services described herein and such obligation is the obligation of the Association.

Upon execution and recording of this Agreement, the City will bill monthly each individual service within the property that is a water system customer for both water and sewer service pursuant to the ordinances of the City.

The Association shall not unreasonably deny others to connect for the purpose of obtaining City sewer service to the sewer lateral maintained by such Association.

The City will continue to accept effluent from the lots within the Property at the Rainier Road manhole so long as the discharge to such manhole does not contain materials prohibited from being placed into the City's sewer system. The City will continue to provide metered water service to the lots within the Property. All lots within the Property receiving City water and/or sewer service shall pay each month to the City the charge established by the city council for such service. Failure to make such payments will result in the discontinuance of water service to that lot.

3.3 Term of Agreement. This Agreement and all obligations contained herein, shall remain in effect and force until the parties agree to terminate or modify such terms and conditions. Such agreement shall be terminated should the entire Property be accepted for annexation into the limits of the City.

3.4 Entire Agreement. This Agreement constitutes the entire agreement between the Association and the City with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification



of this Agreement shall be valid only if set forth in writing and signed by both parties hereto.

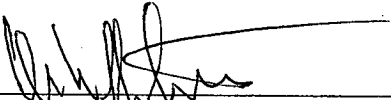
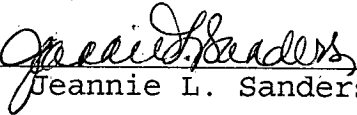
3.5 **Governing Law.** This Agreement shall be governed by laws of the State of Washington.

3.6 **Severability.** In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.

3.7 **Time.** Time is of the essence with respect to this Agreement.

3.8 **Recording of Agreement.** Upon final signature of both parties hereto, this Agreement shall be recorded at the Association's expense with the Adams County Auditor.

Executed this 27 day of July, 2004.

<p>Eagle Village Homeowners Association</p> <p>By: <u></u> Duke W. Stoker, President</p>	<p>City of Othello</p> <p>By: <u></u> Jeannie L. Sanders, Mayor</p>
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