



200109110089
Skagit County Auditor

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OPERATION & MAINTENANCE CONTRACT

This agreement is entered into between STANTON IND. INC. hereinafter, referred to as operator, and Buchanan Ave LLC hereinafter, referred to as owners, on this day of 9-11, 2001 and will be recorded against the property which the Clearstream unit is installed.

Property Address: NHN LOT 8 BUCHANAN LANE
CLEAR LAKE WA

Tax Parcel #: PTN P 62219

Leagle Discription: Lot 8 Block5, "BINGHAM ACERAGE, SKAGIT COUNTY, WASHINGTON", _AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON
Situate in the County of Skagit, State of Washington

Hereafter "The Property"

The dwelling unit(s) on the property utiliz(s) an alternative method of sewage treatment. a **Clearstream** mechanical aerobic treatment system. The Clearstream unit is required to be monitored and maintained in accordance with regulations as stated in WAC 248~046 and county regulation(s) NA
County Health District and Dept of Health Regulations governing on-site sewage

The owner(s) of the property are responsible for all costs associated with monitoring and maintaining the Clearstream unit. The agency responsible for the Monitoring and maintaining the Clearstream unit in SKAGIT County is

Stanton Ind. Inc. P.O. Box 36 Mt Vernon, Wa. 98273 360-419-9589 office
360-679-7805 pager 360-661-2118 cell 360 661-2119 John

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The purpose of this agreement is to outline the responsibilities of the Owner and Operator regarding the operation and maintenance Manual has been presented to the owner. The owner acknowledges the receipt and understanding of the text of that agreement. Initials BR

When the property is sold, the new owner(s) must be advised and assume the owner(s) responsibility under this agreement. This agreement will become effective immediately after installation and continue for the life of the system. The first 2 (two) years are to be paid at permitting. this cost is \$400.00 and \$200 starting year 3 (three) and thereafter for the life of the system. If this agreement is canceled the operator will notify the Local Health Department within 10 (ten) days of said cancellation.

Notices and other communications to the health Dept shall be transmitted

to: SKAGIT COUNTY HEALTH DEPT
PO BOX 91071
MT VERNON WA 98273
360-336-9380

Notices to owner shall be transmitted to;

BUCHANAN AVE LLC
1308 HEATHER LANE
SEDOO WOOLLEY WA 98284

Notices and communications to the operator shall be transmitted to



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Stanton Ind Ind.

P.O.Box 361, Mt Vernon, Wa. 98273 Pager 360-679-7805

Ed Cell 360-661-2118 / Office 360-419-9589 / John Cell 360-661-2119

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The Operator will conduct the initial inspection at the time of installation and another inspection at 6 (six) weeks to ensure adequate treatment is being achieved.

If applicable -- Chlorinating tablets will be checked every 6 (six) months. Cost of tablets are extra

A \$60.00 service charge and \$40.00 per Hour plus expences for calls between normal service calls .

Rutine Maintenance and monitoring will continue every six (6) months for the life of the system by a manufacture certified operator.

WARRANTY

All Clearstream units O&M manuals includ a warranty on all parts included in the unit, a copy of which has been given to the Owner. INITIALS. BP

Additional services not covered by the warrenty are as follows;

1. All service call charges and costs of any replacement parts due to the Owners neglect and /or any other party(s) neglect and or abuse of the Clearstream unit. The minimum service call charge will be \$60.00. For every hour after will be \$40.00 per hour. Service requiring a ferry will be charged from the ferry landing.



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2. Service and labor charges for providing aeration to the Clearstream unit if the electricity is shut off

3. The cost of Chlorine is responsibility of the owner

4. UV replacement bulbs are the responsibility of the owners after 1 (one) year.

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5. Service/labor charges are subject to reasonable increase upon written notice to the owner.

Owner(s) responsibilities

1. Complying with the instructions of the owner(s) manual .

2. Notifying the Operator immediately of any problems of any problems with the Clearstream unit. Particular attention must be given to any failure the aeriator pump.

3. Keeping the sampling access ports free of obstructions at all times

4. Granting the Operator and Health district personell access to the property to service or inspect at any time.

5. Notifying the operator when the property is sold or rented to new tenants

Homeowner /Agent Bill River Myr Date 9/11/01
Spouse _____ Date _____



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STATE OF WASHINGTON)

COUNTY OF Skagit)SS

On this 11th day of Sept 2001, before me, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Bill Rimmer to me known to be the individuals described in and who executed the within and forgoing instrument, and acknowledged that he

signed the same as uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument

WITNESS MY HAND AND OFFICIAL SEAL THIS 11th DAY OF Sept, 2001

Karan Scherson

Notary public in and for the state of Washington Residing at Burl.



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, Skagit County Auditor