

STANTON IND INC  
P.O. BOX 361  
MT VERNON, WA 98273



200202050072

Skagit County Auditor

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#### OPERATION & MAINTENANCE AGREEMENT

This agreement is entered into between Stanton Industries Inc.

hereinafter, referred to as Operator, and BUCHANAN AVE LLC,  
hereinafter, referred to as Owners, on the day of 2-4, ~~2002~~ and  
will be recorded against the property which the Clearstream unit is installed.

Property Address: NHN LOT 9 BUCHANAN LANE  
CLEAR LAKE WA

Tax Parcel #: Portion of P62219

Legal Description: \_\_\_\_\_ Lot 9 Block 5, "BINGHAM ACREAGE, 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 utilize(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

~~by~~ STANTON IND INC

County Board of Health Resolution Number ; \_\_\_\_\_ Section , subsection \_\_\_\_\_. Removal, replacement or alteration to this system must be in compliance with all applicable current SKAGIT County Health District and Department 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 maintaining and monitoring the Clearstream unit in SKAGIT County is:

Agency/Distributor: Stanton Industries Inc.

Address: POB 361

Mt Vernon, Wa. 98273

Phone Number: (360) 679 7805 929 1860

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The purpose of this agreement is to outline the responsibilities of OWNER and OPERATOR regarding the monitoring and maintenance of a Clearstream mechanical aerobic treatment system. AN OPERATION AND MAINTENANCE MANUAL HAS BEEN PRESENTED TO THE OWNER. The owner acknowledges 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 2 years at a rate of \$ 400<sup>00</sup> ~~\$ 200<sup>00</sup>~~ per year, payable in advance annually by OWNER. The agreement year will commence on the first of the month following the month of installation. This agreement will automatically renew every two years, unless replaced by another Maintenance Agreement approved by the Local Health Department and the State Health Department, from an OPERATOR certified to operate the Clearstream unit. If this agreement is canceled, the operator will notify the Local Health Department within 10 days of said cancellation.

All polices required under this Agreement are to be in writing, and transmitted by U.S. Mail, express courier service, fax or hand-delivery. Written notices shall be deemed to be given upon dispatch.

Notices and other communications to the Health Dept. shall be transmitted to:

SKagit CO. Health Dept

Phone number: 360 336 9380

Notices and other communications to the OWNER shall be transmitted to:

Buchanan Ave LLC

Phone number: 360-708 3117

Notices and other communications to the OPERATOR shall be transmitted to:

STANTON IND INC P.O. Box 361  
Mt Vernon, WA 98273

Phone number: 360 419-9589 360 661 2118



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Operators Duties

OPERATOR will conduct the initial inspection at the time of installation and another inspection at 6 weeks to ensure adequate treatment is being achieved.

If applicable - chlorinating tablets will be checked no less than monthly, or to meet State/County minimum standard.

\$ 60.00 service charge plus expenses for calls between normal service calls.

Routine maintenance and monitoring will continue every 6 months by the OPERATOR.

If Treatment Standard 1 treatment is required, fecal coliform/chlorine residual will be tested every 6 months or to meet State County requirements.

Inspections of the system will comply with the attached Operation & Maintenance schedule. The OPERATOR will generate a performance report and deliver a copy of this report to the OWNER, Local County Health Department and the appropriate State Representative, and keep a copy on file at OPERATOR'S main office.

**WARRANTY:**

All Clearstream units Operation & Maintenance manuals include a warranty on all parts included in the unit, a copy of which has been given to the OWNER. Initials BR

Additional services not covered by the warranty are as follows.

1. All service call charges and costs of any replacement parts due to the OWNER(S) neglect and /or any other party(s) neglect and or abuse of the Clearstream unit. The minimum service all charge will be \$ 60.00 for every additional hour, the OWNER(S) will be charged \$ 40.00 an hour. This may vary and be subject to change upon notice from OPERATOR.
2. All labor charges for providing aeration to the Clearstream unit if the electricity is shut off. Labor charges for this will be the same as a service charge.
3. The costs of chlorinating supplies made available from OPERATOR will be the responsibility of the OWNER(S).
4. Service charges are subject to reasonable increase upon written notice to OWNER.

**OWNER(S) Responsibilities**

1. Complying with the instructions of the Operation & Maintenance manual.
2. Notifying the OPERATOR or the OPERATOR'S designated agent immediately of any problems with the Clearstream unit. Particular attention must be given to any failure of the aeration pump.



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3. Keeping the sampling access ports free of obstructions at all times.
4. Granting OPERATOR and Health District Personnel access to the OWNER(S) property to service or inspect the Clearstream unit at ANY time.
5. Notifying OPERATOR when residence is sold or rented to new tenants.

Homeowner/ Agent

Bill Rimmer

Date

2/5/02

By

E C Stanton

President

Date

2/5/02

Dbc Stanton Ind. Inc.



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E C Stanton  
Operator

Bill Kinner  
Owner

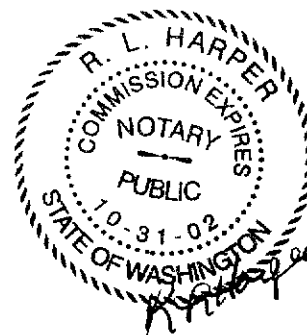
STATE OF WASHINGTON )

COUNTY OF ) SS

On this 5<sup>th</sup> day of February, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bill Kinner & Ed Stanton to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that They signed the same as themselves free and voluntary act and deed, for the 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 5<sup>th</sup> DAY OF Feb., 2002

R. L. Harper  
Notary Public in and for the State of Washington  
Residing at Lynn, Washington



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