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Skagit County Auditor

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THOMAS, INC.
8000 PARKER RD.
SEDRO-WOOLLEY, WA 98284
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MAINTENANCE AGREEMENT DOCUMENT # _____

GRANTOR: THOMAS, INC.

GRANTEE Andrew Cavanaugh ADDITIONAL NAMES ON PAGE _____
ABBREVIATED LEGAL DESCRIPTION:

Lake Cavanaugh Sub Div # 1, Lot # 34, Block 1

ASSESSOR'S PROPERTY TAX PARCEL:

NUMBER 66309 ACCOUNT# 3937-001-034-0000

Designer Linda Benjamin ADDRESS 307 E. Division # D Mt. Vernon

This contract documents the agreement between property owner and service provider for maintenance and inspection of the TRD plan installed at: ADDRESS: 33862 North Shore Drive

This contract documents the agreement between the property owner and the service provider for the maintenance and inspection of the TRD-1000 plant. This document shall be properly recorded with the title for the real property, subsequent to system installation.

This contract is in effect upon installation of the plant, and shall be in effect, until the system is decommissioned by the property owner or service provider. The service provider has the right to transfer this contract to another service provider as long as the new service provider has been certified to service the system.

The service provider will annually inspect the plant to ensure proper operation. This inspection will consist of a visual inspection of the plant internals, observance of the plant effluent for odor, color, and turbidity, and recording the results.

Also, inspection of the septic tank for sludge and scum accumulation and documenting the results.

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The property owner will notify the service provider in the event of any alarms or abnormal conditions and operate the system in accordance with the standards septic system guidelines. As required by the installer and manufacturer.

If effluent samples are required by the local health department having jurisdiction, the cost of such samples and analysis are the responsibility of the property owner. If septic tank pumping is required, the cost of such pumping shall remain the responsibility of the property owner.

All residential systems installed from Jan. 1, 1999 through Jan. 1, 2001 will be monitored and annually serviced at a cost of \$20.00 per month, billed annually at \$240.00. The cost will not exceed 2% of the prior years cost. All systems installed after Jan. 2001 will be required to have an up to date maintenance agreement document, prices are also subject to change. The commercial properties will be monitored and annually serviced at a cost to be determined at the time of site evaluation.

Your state or local Health Department may require additional separate equipment to function in conjunction with equipment manufactured by Thomas, Inc. Thomas Inc. is not responsible for the servicing, mechanical, or electrical safety of such equipment that is not manufactured or supplied with the aerobic treatment unit by Thomas, Inc. Particular care should be used in evaluating the electrical or mechanical safety of equipment manufactured by separate manufacturers. This may include, but not be limited to electrical control panels or pumps.

At the option of Thomas, Inc., the sole and exclusive liability of this company shall be a refund of the service contract purchase price for the year. In no event shall Thomas, Inc. be liable for any direct or indirect, incidental, consequential or special damages whatsoever arising out of this agreement by a prevailing party in any arbitration, action or appeal. Court awarded decisions will be assigned by the County of Skagit, in Washington State. This agreement will be governed by and construed under the laws of the State of Washington.

NAME OF BUYER ANDREW L. CAVANAUGH

SIGNATURE OF BUYER *Andrew L. Cavanaugh*

SIGNATURE OF SELLER *Lorraine Martinez*

