



200410150200
Skagit County Auditor

10/15/2004 Page 1 of 6 4:20PM

OPERATION & MAINTANCE AGREEMENT

This agreement is entered into between Stanton Ind Inc Hereinafter referred to as operator, and Mr. Paul Tower Hereinafter, referent as owners. On this day of February 20, 2004 and will be recorded against the property which the Clearstream unit is installed.

Property Address; N/A

Tax Parcel No; AP# 3926-006-002-0000

**Legal Lot 2 of block 6, Holiday hideaway SP off Evergreen Lane
Guemes Isl consting of 0.37 acres
Sec; 8 TWP 35n RG 2E**

Hereafter "The Property".

The dwelling unit(s) on the property utilizing an alternative method of sewage treatment, a Clearstream mechanical aerobic treatment system. The Clearstream unit(s) are required to be monitored and maintained in accordance with regulations as stated in WAC 248-046 and county regulations.

Removal or Replacement or alteration to this system must be in compliance with all applicable current regulations of State and County health department regarding on-site sewage systems

Ed Stanton
PO Box 361
Mt Vernon WA
98273

Notices and communications to the operator(s) shall be transmitted to:

STANTON IND INC 419-9589

P.O.Box 361 Mt Vernon, Wa 98273

Office 360-419-859 Fax 360-336-9958 Ed's Cell 360-611-2118

John's Cell 360-661-2119

Operator will conduct the initial inspection at the time of installation and another inspection at 6 (six) weeks to ensure an adequate treatment is being achieved. Any required testing will be the owners responsibility and be billed to the owner. If applicable Chlorinating tablets will be checked to meet State/County minimum standards. Routine monitoring and maintenance will continue at 6 (six) months intervals by the operator.

If treatment standard 1 (one) is required proper tests will be conducted at owners expense. Inspections of the system will comply with the attached O&M maintenance schedule. The operator will generate a performance report and deliver a report to the owner, County and appropriate state department. A copy will be on file at the operators office.

WARRANTY:

All JET units O&M manuals includes a warranty on all parts included in the unit, a copy of which has been given to the owner

Additional services not covered by the WARRANTY as follows

- 1. All services calls, charges and costs of any replacements parts due to the owner(s) neglect and/or any other party(s) neglect and or abuse of the Clearstream unit.

The minimum service charges will be \$60.00 and \$40.00 per hour plus expenses from Mt Vernon for San Juan Islands for service calls and local calls between normal service calls. All other call outs are from Mt Vernon, Wa 98273



200410150200
Skagit County Auditor

Ed Stanton
 PO Box 361
 Mt Vernon WA
 98273

Notices and communications to the operator(s) shall be transmitted to:
 STANTON IND INC *E. Stanton*
 P.O.Box 361 Mt Vernon, Wa 98273

Office 360-419-9589 Fax 360-336-9958 Ed's Cell 360-611-2118 *OK*

John's Cell 360-661-6119 *TRC4 - W2A9H*

Operator will conduct the initial inspection at the time of installation and another inspection at 6 (six) weeks to ensure an adequate treatment is being achieved. Any required testing will be the owners responsibility and be billed to the owner. If applicable Chlorinating tablets will be checked to meet State/County minimum standards. Routine monitoring and maintenance will continue at 6 (six) months intervals by the operator.

If treatment standard 1 (one) is required proper tests will be conducted at owners expense. Inspections of the system will comply with the attached O&M maintenance schedule. The operator will generate a performance report and deliver a report to the owner, County and appropriate state department. A copy will be on file at the operators office.

WARRANTY;

All JET units O&M manuals includes a warranty on all parts included in the unit, a copy of which has been given to the owner

INITIAL _____ Additional services not covered by the WARRANTY as follows

1. All services calls, charges and costs of any replacements parts due to the owner(s) neglect and/or any other party(s) neglect and or abuse of the Clearstream unit.

The minimum service charges will be \$60.00 and \$40.00 per hour plus expenses from Mt Vernon for San Juan Islands for service calls and local calls between normal service calls. All other call outs are from Mt Vernon, Wa. 98273



200410150200

Skagit County Auditor

- 2 The cost of chlorinating supplies
- 3 U-V Lights
- 4 Pumping of system

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

Owner(s) Responsibilities;

- 1 Complying with the instructions of the O&M Manuel
- 2 Notify the operator(s) designated agent immediately of any problems with the JET unit. Particular attention must be given to any failure to the aerator pump.
- 3 Keep the sample ports free of obstructions at all times
- 4 Granting operator and health officials access to the owner(s) property to service or inspect the JET unit at any time.
- 5 Notify Operator when residence is sold or rented to new tenants.
- 6 JET units
500 gpd and 1500 gpd
- 7 O&M will be \$400.00 per unit per year. First two years to be paid in advance . Billings will start in year 3 (three) and annualy for the life of the system.
- 8 This system is on a yearly (\$400.00 Statement) as of 1-1-2005 (January 1 2005)



200410150200
Skagit County Auditor

10/15/2004 Page

4 of 6 4:20PM

The owner(s) of the property are responsible for all costs associated with Monitoring and maintaining the Clearstream unit and testing costs when applicable. The agency responsible maintaining and monitoring the Clearstream in SKAGIT XXX ISLAND WHATCOM is the agency/Distributor is; Stanton Ind Inc

P.O.Box 361
Mt Vernon, Wa 98273

Office Phone; 360-419-9589
Cell John 360-661-2119

Cell Ed 360-661-2118
Fax 360-336-9958

The purpose of this agreement is to outline the responsibilities of the owner and operator regarding the monitoring and Maintenance of the Clearstream mechanical aerobic treatment plant. A O&M manual has been presented to the owner INITIALS _____

When the property is sold, the new owner(s) must be advised and assume the responsibility under this agreement. This agreement will become effective immediately after installation and continue for the life of the system. A 2 year fee of \$400.00 + tax and recording fee at the time the contract is recorded. On year 3 (three) you will be billed \$200.00 + tax per year for the life of the system. Canceled O&M contracts will be reported to county/state. OPERATION AND MAINTENANCE ARE REQUIRED BY STATE AND COUNTY REGULATIONS.

Notices to County: shall be by Mail, Express Mail, Hand delivery or Fax.

AT Skagit County Permit; Center 200 W Washington St Mt Vernon, Wa. 98273 Ph 360-336-941



200410150200
Skagit County Auditor

10/15/2004 Page

5 of 6 4:20PM

Owner(s) Paul M. Tower Owner(s) _____

State of Washington
County of Snohomish JSS

On this 17th day of September 2004, before me, the

undersigned, a Notary Public in and for the State of Washington, duly
commissioned and sworn and personally appeared Paul M. Tower
to me known to be the individuals described in and who executed the within
and foregoing instrument, and acknowledge that
he is

free and voluntary act and deed, for the use and purpose therein mentioned
and on an oath stated that he/she was authorized to execute said instrument

WITNESS MY HAND AND OFFICIAL SEAL THIS 17 DAY OF Sept
2004 _____



Kristi L. Ratliff
Notary Public in and for the State of
Washington
Residing at Lynnwood



200410150200
Skagit County Auditor