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Skagit County Auditor

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**POOR ORIGINAL**

Happy Face Farms, Inc.  
8795 District Line Road  
Burlington, WA 98233  
(360) 421-5193 Fax (360) 757-1920

**AGREEMENT FOR MANAGEMENT SERVICES  
OF A GLENDON ON-SITE SEWAGE SYSTEM**

This agreement for Management Services ("Agreement") prepared on Dec 11, '06 is hereby entered into by and between Happy Face Farms, Inc. ("Manager") and DE VRIES HOMES LLC ("Owner").

The Owner possesses a parcel of property with an existing or proposed residence at 23126 BUCHANAN ST M.V. WA. and further identified by Assessor P# P162207 Lot 12 BL 4 Bingham Acreage

This agreement details the responsibilities of the Manager for monitoring and maintenance of the on-site sewage treatment and disposal system. The system is a Glendon Biofilter ("System"). The maintenance schedule is based upon the Operation and Maintenance Manual provided by Glendon Biofilter Technologies, the sewage system designer ("Designer") and in accordance with guidelines set forth by the Washington State Department of Health. Monitoring helps to assure ongoing satisfactory function of the System, by providing a consistent schedule of inspections designed to detect early signs of System malfunction, equipment failure, or other potentially negative impact to the System.

This Agreement will remain continuously in effect until terminated in writing by either the Manager or Owner. A written notification of termination of this agreement must be provided by either party wishing to end the agreement and delivered to the second party. Such notification must be presented sixty (60) days prior to termination of the agreement. If, for any reason, the Manager finds it necessary to discontinue this agreement due to non-payment, Owner cancellation, etc.) a written notice thirty (30) days prior to termination will be sent to the Skagit County Health

AGREEMENT

*Department ("Health Department"). Upon discovery of a change in Ownership of the subject property, the Manager shall notify the Health Department within thirty (30) days of such finding.*

*The Owner agrees to grant the Manager, representatives, agents or successors of the Manager, access to the System at all reasonable times for maintenance and inspection stations accessible without advance notification. This includes making sure that all tanks are equipped with risers (septic tank inlet and outlet, surge tank) that extend to the surface of finish soil grade, that there are accessible inspection ports and/or squirt ports (when applicable) and that there is no excessive vegetative growth over or around the System that will limit the ability to inspect the system.*

*The Owner agrees to keep on file and provide to the Manager, at the time of the inspections, a copy of the Operation & Maintenance Manual prepared by Glendon Biofilter Technologies along with a copy of the complete As-Built Drawing or construction record generated by the licensed designer providing final System inspection.*

*At the time the System has been put into operation, the Owner must contact the Manager so that the Manager can monitor the System during the sixth and twelfth, month of operation. Inspection thereafter will be on a once a year basis. During each monitoring inspection the Manager shall conduct a performance evaluation of the System with the following tasks to be included:*

**Septic Tank**

*Check scum and sludge accumulation. Initiate pumping as needed, by homeowner.*

*Inspect the tank outlet filter and clean as needed.*

*Check for ground water intrusion.*

**Surge tank and/or pump vault**

*Check for scum and sludge accumulation. Initiate pumping as needed, by homeowner.*

*Check for ground water intrusion.*

**Pumps & Appurtenances**

*Observe cycle counter or the event log to determine average daily water use. Compare calculated flow to original design.*



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*Inspect and test switches, floats, transducers and alarms, for correct function and general condition.  
Perform a draw down test and check pump function if draw down is not consistent with control panel timer settings at the time of inspection.*

*Check the control panel for proper operation. Inspect wiring and panel components.*

**Glendon Biofilter**

*Check for surfacing effluent.*

*Measure the liquid level within the Biofilter, and measure the depth of sludge in the bottom of the Glendon Biofilter.*

*Check the general condition of the side slopes and maintenance of vegetation on and around the Biofilter.*

*Develop an inspection report for submittal to the property owner and the Health Department.*

*Should the Manager detect problems and/or failure of the System or any component of the System, the Owner agrees to allow the Manager to further investigate the problem(s) and to make sure repairs and/or adjustments occur to maintain or bring to compliance the operation of the System. The Owner and the Health Department will be notified by the Manager orally and/or in writing within seven (7) days of discovery of any significant System operational problem(s).*

*One copy of each monitoring report and any recommendations by the Manager will be provided to the following:*

- *Owner*
- *Health Department*

*Notifications to the Manager shall be sent to:*

*Happy Face Farms, Inc.  
8975 District Line Road  
Burlington, WA 98233*



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*Monitoring and Maintenance fees for the first two inspections (initial one year of System operation) are included in the System installation cost. However, these fees do not include repair of damage to the System as a result of the action by the user or other persons not licensed by Glendon Biofilter Technologies, Inc.*

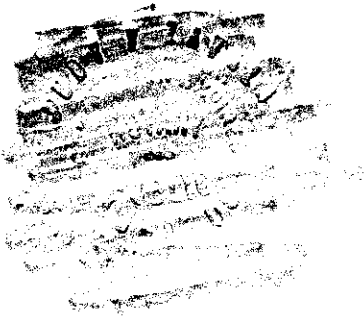
*After one year of System operation, fees for System inspection and maintenance services by Happy Face Farms, Inc., will be billed in accordance with service rates in effect at the time of service. Inspection service fees are payable in full upon receipt of each billing, however, such payment shall be made no later than thirty (30) days after the billing date. Overdue balances shall be charged an additional 1.5% per month interest, compounded monthly. Service fee is \$300.00 yearly. Paid on anniversary date of initial installation.*

  
System Owner  
DEVRIS HOMES LLC

  
Happy Face Farms, Inc., Gary Lohman

Date: 12-11-06

*A fully executed copy of this Agreement will be submitted to the Health Department upon design application submittal.*



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STATE OF WASHINGTON, }  
County of Skagit } ss.

On this day personally appeared before me Geoffrey M. Devries

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of December 2006  
[Signature]  
Notary Public in and for the State of Washington  
residing at Burl.

ACKNOWLEDGMENT, INDIVIDUAL

Form No. W-16

STATE OF WASHINGTON, }  
County of } ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_

ACKNOWLEDGMENT, INDIVIDUAL

Form No. W-16



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