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Skagit County Auditor

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ADVANCED SEPTIC TREATMENT SYSTEMS, INC.

8000 PARKER RD.

SEDRO-WOOLLEY, WA 98284

PHONE: (360) 856-2142 / 0550

FAX: (360) 856-0551

TRD1000 MAINTENANCE AGREEMENT CONTRACT

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Chicago Title IC42568

Escrow BE11471

GRANTOR: ADVANCED SEPTIC TREATMENT SYSTEMS, INC.

GRANTEE: Steven M Mackey and Rhonda L Mackey

ADDITIONAL NAMES ON PAGE: _____

GRANTEE PHONE #: 360-422-6591

ABBREVIATED LEGAL DESCRIPTION: Lot 23 Bay Meadows

ASSESSOR'S PROPERTY TAX PARCEL#: P-123865

ACCOUNT # 4876-000-023-0000

PROPERTY ADDRESS: 10668 Bay Meadows Lane, Burlington, WA 98233

DESIGNER ADDRESS: L Benjamin 701 Cascade Palm Court, Sedro Woolley, WA 98284

The purpose for this contract is to insure the continued service and operation of the TRD Wastewater System installed at: the above tax parcel address

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 semi annually or as approved by the septic designer, 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.

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1. The property owner will notify the service provider in the event of any alarms or other abnormal conditions relevant to the TRD and operate the system in accordance with the guidelines set down by the State of Washington or () the local Department Of Health.
2. Any effluent samples required by local D.O.H. jurisdiction and costs thereof are the direct responsibility of the property owner. Pumping costs are the direct responsibility of the property owners.
3. Residential TRD 1000 systems installed will be serviced at the rate of \$25.00 per month. Billed annually on July 1 of each year for a total of \$300.00. The first bill will be due two years after the date of installation, and will be prorated from said date to July 1. Thereafter, billing will be annually and due July 1 of each year. It must be noted that this \$25.00 per month or \$300.00 per year is subject to change to keep pace with the cost of materials, labor and changes in state and local D.O.H. or other permitting agency requirements. Residential TRD1000 systems requiring additional maintenance, and commercial properties will be serviced at a cost to be determined at the time of design approval.
4. Your state Health Department may require additional separate equipment to function in conjunction with equipment manufactured by A.S.T.S., Inc. A.S.T.S., Inc. is not responsible for servicing, Mechanical or electrical safety of such equipment that is not manufactured or supplied with the aerobic treatment unit by A.S.T.S., 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.
5. At the option of A.S.T.S., 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 A.S.T.S., 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.
6. The owner of the residence or facility served by the A.T.U. is responsible for assuring the proper operation and providing timely maintenance of the A.T.U. and all other components of the on-site Wastewater Treatment and Disposal System. Your state may have other recommendations or requirements, other than those listed above. These must be addressed by your wastewater system designer.

NAME OF
GRANTEE: STEVEN M. MACKEY & RHONDA L. MACKEY

SIGNATURE OF
GRANTEE:

Steven M. Mackey Rhonda L. Mackey



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STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Steven M. Mackey and Rhonda L. Mackey (is/are) the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: June 14, 2007

Marcia J. Jennings
Marcia J. Jennings
Notary Public in and for the State of Washington
Residing at Sedro Woolley
My appointment expires: 10/5/2008



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