

RETURN TO:

David Cleave  
300 S. First Rm 206  
Mt. Vrn. Wa. 98273



199909010081

Kathy Hill, Skagit County Auditor  
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DOCUMENT TITLE(S) (or transactions contained herein):

operation and maintenance agreement.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

[ ] ADDITIONAL REFERENCE NUMBERS ON PAGE \_\_\_\_ OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Cleave, David
2. 300 S. First Rm 206
- 3.
4. Mt. Vrn. Wa. 98273

[ ] ADDITIONAL NAMES ON PAGE \_\_\_\_ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Northwest Septic, Inc
2. P.O. Box 1341
- 3.
4. Mt. Vrn. Wa. 98273

[ ] ADDITIONAL NAMES ON PAGE \_\_\_\_ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

Section 31, Township 34, Range 5  
P30559, 24406 Walker Valley Rd. Mt. Vrn.  
Washington 98273

[ ] ADDITIONAL LEGAL(S) ON PAGE \_\_\_\_ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 340531-3-008-0707

[ ] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE \_\_\_\_ OF DOCUMENT.

MEMORANDUM OF AGREEMENT

Property Address: 24406 WALKER VALLEY ROAD  
MT. VERNON WA 98273

Legal Description: P30559  
(the Property)

Tax Parcel ID#: 340531-3-008-0707

OWNER(S): MR. DAVE CLEAVE

The dwelling unit(s) on the Property use(s) an alternative method of sewage treatment. Owner and any successor or assigns is responsible for monitoring and maintaining the system in accordance with applicable State and Local laws and regulations. Owner and NORTHWEST SEPTIC, INC. (distributor) of Washington have entered into an operation and maintenance agreement dated AUGUST 18, 1999 in which NORTHWEST SEPTIC, INC. (distributor) of Washington has agreed to provide certain services to monitor and maintain the system. Owner's responsibilities under the NORTHWEST SEPTIC, INC. (distributor) agreement must be assumed and performed by any successor or assignee of owners interest in the Property.

Dated 8/26/99 Owner David Cleave

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 26th day of August, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Cleave 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, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL THIS 26th DAY OF August, 1999.

Notary Public in and for the State of Washington  
residing at Burlington 10-101

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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 Whitewater 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                     

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 \$ \* 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 Whitewater unit. If this agreement is canceled, the operator will notify the Local Health Department within 10 days of said cancellation.

All notices 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 COUNTY  
200 W. Washington  
MT. VERNON WA 98273  
Phone number: 360-336-9410

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

MR. DAVE CLEAVE  
300 S. FIRST RM 206  
MT. VERNON WA 98273  
Phone number: 360 336- 5450

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

NORTHWEST SEPTIC, INC.  
P.O. BOX 1341  
MT. VERNON WA 98273  
Phone number: 360 757-6974

\* FIRST TWO YEARS ROUTINE MAINTENANCE IS COVERED UNDER INSTALLATION COSTS. EXCLUDES PUMPING CHARGES.



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Operator's 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.
- \* 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 Whitewater units Operation & Maintenance manuals include a warranty on all parts included in the unit, a copy of which as been given to the OWNER. Initials \_\_\_\_\_

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 Whitewater unit. The minimum service all charge will be \$ 35.00 ; for every additional hour, the OWNER(S) will be charged \$ 35.00 an hour. This may vary and be subject to change upon notice from OPERATOR.
2. All labor charges for providing aeration to the Whitewater 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 Whitewater unit. Particular attention must be given to any failure of the aeration pump.
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 Whitewater unit at ANY time.
5. Notifying OPERATOR when residence is sold or rented to new tenants.



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# OPERATION & MAINTENANCE AGREEMENT

This agreement is entered into between NORTHWEST SEPTIC, INC., hereinafter, referred to as Operator, and MR. DAVE CLEAVE, hereinafter, referred to as Owners, on the 18th day of AUGUST, 1999 and will be recorded against the property which the Whitewater unit is installed.

Property Address: 24406 WALKER VALLEY ROAD  
MT. VERNON WA 98273

Tax Parcel ID#: 340531-3-008-0707

Legal Description: P 30559  
SECTION 31 TOWNSHIP 34 RANGE 5

hereafter "the Property".

The dwelling unit(s) on the Property utilize(s) an alternative method of sewage treatment, a Whitewater mechanical aerobic treatment system. The Whitewater unit is required to be monitored and maintained in accordance with regulations as stated in WAC 248-96-046 and the SKAGIT 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 Whitewater unit. The agency responsible for maintaining and monitoring the Whitewater unit in SKAGIT County is:

Agency/Distributor: NORTHWEST SEPTIC, INC.  
Address: P.O. BOX 1341  
MT. VERNON WA 98273

Phone Number: 360 757-6974



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Buck M. Burt for Northwest Septor  
Operator

[Signature]  
Owner

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the individuals 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, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF Skagit )

On this day 26th day of August, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Creave to me known to be the individuals 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, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL THIS 26th DAY OF August, 1999.

[Signature]  
Notary Public in and for the State of Washington  
residing at  
Burlington 10-101



