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, Skagit County Auditor
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RETURN TO:

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DOCUMENT TITLE(S) *(or transactions contained herein):*

OPERATION & 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. MITCHELL SEPTIC, INC.
2.
3.
4.

[ ] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

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

1. DONNA JUNG
2.
3.
4.

[ ] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

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

LOT 32, DIVISION 1, HOLIDAY BOULEVARD

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

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 3926-006-032-0004

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

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OPERATION & MAINTENANCE AGREEMENT

This agreement is entered into between Mitchell Septic, Inc., herein after referred as Operator, and MS. DONNA JUNG, herein after referred to as Owners, on the 9th day of January 9, 2001, and will be recorded against the property which the Whitewater unit is installed.

Property Address Lot 32, HOLIDAY BLVD
ANACORTES, WA 98221

Tax Parcel ID#; 3926-006-032-0004

Legal Description: Lot 32, Division 1, Holiday Boulevard
hereafter "the Property".

The dwelling unit(s) on the Property utilizes(s) an alternative method of sewage treatment, a Whitewater mechanical aerobic treatment system. The Whitewater unit is require to be monitored and maintained in accordance with regulations as stated in WAC 248-96-046, Skagit County regulation, the National Sanitation Foundation and by agreement between the wholesaler and distributor of this product. Removal, replacement or alteration to this system must be in compliance with all applicable current Skagit County Health Department and Washington State Department of Health.

The owner(s) of the Property are responsible far all costs associated with monitoring and maintaining the Whitewater. **The first two years of routine maintenance are supposed to be including in the sales price of the unit by the distributor to the system installer.** It is the owner's responsibility of confirm this arrangement with the Distributor. The agency responsible for maintaining and monitoring the Whitewater in the first two years in SKAGITCounty is :

Distributor:
Address: Mr. Dave Allen
AAA Mechanical
P.O. Box 98
Bow, WA 98232

Phone number: 360-766-4209

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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. Upon installation AN OPERATION AND MAINTENANCE MANUAL WILL BE PRESENTED TO THE OWNER.

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. 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 and at a rate negotiated at the time. If this agreement is canceled, the operator will notify the 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 Permit Center
200 W. Washington
Mount Vernon, WA 9827 3

Phone number: 360-336-9410

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

MS. DONNA JUNG
1216 G AVE.
ANACORTES, WA 98221

Phone number: 293-9682

If annual maintenance is performed by the distributor (check with the installer of the system): Notices and other communications to the DISTRIBUTOR shall be transmitted to:

Mr. Dave Allen
AAA Mechanical
P.O. Box 98
Bow, WA 98232

Phone number: 360-766-4209

If annual maintenance is performed by the designer (check with the installer of the system): Notices and other communications to the OPERATOR shall be transmitted to:

Mitchell Septic, Inc.
1500 Kristine Lane
Mount Vernon, WA 98274

Phone number: 360-848-7550

Distributor will provide an Operation and Maintenance manual.

OPERATOR (typical the Distributor in the first two years of operation) 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 be 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 will be given to the OWNER by the distributor.

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 call charge will be $35/hour. For every additional hour, the OWNER(S) will be charged $35/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 wilt 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 tile 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.

Owner

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 10 day of January 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donna Sens to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that She signed the same as her 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 10 DAY OF January 2000

THERESA E. YOUNG
STATE OF WASHINGTON
NOTARY --•-- PUBLIC
MY COMMISSION EXPIRES 12-16-03

Notary Public in and for the State of Washington
residing at Anacortes