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, Skagit County Auditor

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OPERATION & MAINTENANCE AGREEMENT

This agreement is entered into between Louie Nurmi
hereinafter referred to as Operator, and Jane Spritz & Sue Riley
hereinafter referred to as Owners, on this _____ day of _____, 2001 and
will be recorded against the property which the Whitewater unit is installed.

Property Address: _____

11412 Michael Pl.
Burlington, WA. 98233

Tax Parcel ID# _____

116821/116822

Legal Description: _____

4753-000-013-0100 / 0000
35-35-3

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 _____ 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:
Address: _____Louie Nurmi's Backhoe Service, Inc.
17039 Dunbar Rd.
Mt. Vernon, WA. 98273

Phone Number: _____

(360) 428-8727

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 JRS GSR

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 \$250.00 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 Planning & Permit Center
200 W. Washington St.
Mt. Vernon WA 98273
 Phone number: (360) 336-9410

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

Jane Sanitz & Sue Riley
11412 Michael Pl.
Burlington WA 98233
 Phone number: _____

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

Louie Nurmi's Backhoe Service, Inc.
11039 Dunbar Rd.
Mt. Vernon WA 98273
 Phone number: (360) 428-8727

* First 2 years maintenance included in Whitewater system purchase price.



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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 has been given to the OWNER. Initials JM JRS CSR

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 \$125.00; for every additional hour, the OWNER(S) will be charged \$10.00 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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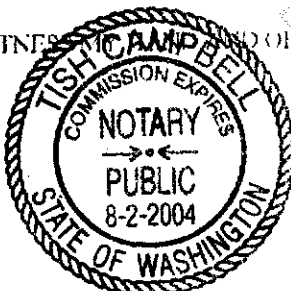
Sam Nuri
Operator

Jane Spanitz Sue Riley
Owners

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 17th day of September, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Louie Nuri to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that Louie Nuri signed the same as Operator 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 17th DAY OF September, 2001.

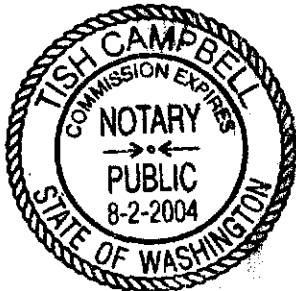


Tish Campbell
Notary Public in and for the State of Washington
residing at
Mount Vernon
08/02/04 - EXPIRATION DATE
OF COMMISSION

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this 17th day of September, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jane Spanitz & Sue Riley to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that Jane Spanitz & Sue Riley signed the same as Owners their 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 17th DAY OF September, 2001.



Tish Campbell
Notary Public in and for the State of Washington
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