



200306020276

Skagit County Auditor

6/2/2003 Page 1 of 5 2:41PM

Operation & Maintenance Agreement

This agreement is entered into between **Stanton Ind Inc**

Hereinafter, referred to as operator, and Clear Lake LLC

hereafter, referred to as owners. On this day of June 1, 2003 and

will be recorded against the property which the **Clearstream** unit is installed.

Property Address \_\_\_\_\_ XX Property has no address at this time \_\_\_\_\_

*P118432*

Tax Parcel No. 3864-005-012-0000

Legal Description IOT 12, Block 5, Bingham Acreage, Skagit County Wa., as per plat recorded in volume 4 of plats, page 24, records of Skagit County, Wa. Assessor No. \_\_\_\_\_

Sec TW Range \_\_\_\_\_ Plat Name. \_\_\_\_\_ Lot \_\_\_\_\_

Hereafter "the Property".

The dwelling unit (s) on the property utilize(s) an alternative method of sewage treatment, a **Clearstream** mechanical aerobic treatment system.

The **Clearstream** units required to be monitored and maintained in accordance with regulations as stated in WAC 248-046 and county regulations

Removal, Replacement or alteration to this system must be in compliance with all applicable current regulations of **State and County Health** department regarding on-site sewage.

The owner(s) of the property are responsible for all costs associated with monitoring and maintaining the **Clearstream** unit, and testing costs when applicable. The agency responsible for maintaining and monitoring the **Clearstream** in Skagit XXX Island \_\_\_\_\_ Whatcom \_\_\_\_\_

is Agency/Distributor: **Stanton Ind Inc**

Address P.O.Box 361  
Mt Vernon, Wa. 98273

Phone/Fax 360-419-9589

Pager 360-679-7805 Cell Ed 360-661-2118 John 360 661-2119

**P-2**

The purpose of this agreement is to outline the responsibilities of the OWNER and OPERATOR regarding the monitoring and maintenance of the of a **Clearstream** mechanical aerobic treatment system. A **OPERATION and MAINTENANCE MANUEL** has been presented to the owner.  
INITIALS WAR

When the property is sold ,the new owners(S) must be advised and assume the responsibility under this agreement. This agreement will become effective immediately after installation and continue for the life of the system.A fee of **\$400.00** shall be collected for the first **Two** years and on year 3 the owner will be billed **\$200.00** per year thereafter for the life of the system. If this agreement is cancelled the operator will notify the local and State health Departments with in 10 days.

**OPERATION AND MAINTANCE IS REQUIRED FOR THE LIFE OF THE SYSTEM.**

Notices and other communications to the **COUNTY** shall be by US Mail, express courier service, hand delivery or Fax. Written notices shall be deemed to be given upon dispatch.

Notices and other communications to the **Owner** shall be transmitted to:

\_\_\_\_ Bill Rimmer, Clear Lake LLC \_\_\_\_  
\_\_\_\_ Phone No 360-708-3117 \_\_\_\_\_

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

<b>Stanton Ind Inc</b>	<b>Phone/Fax 360-419-9589</b>
<b>P.O.Box 361</b>	<b>Pager 360-679-7805</b>
<b>Mt Vernon, Wa. 98273</b>	<b>Cell 360-661-2118</b>
<b>John Hendrix 360-661-2119</b>	



200306020276

Skagit County Auditor

6/2/2003 Page

2 of

5 2:41PM

P-3

**Operator Duties:**

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OPERATOR will conduct the initial inspection at the time of instal and another inspection at 6 weeks to ensure an adequate treatment is being achieved. Any required testing will be the owners responsibility and will be billed to the owner. If applicable –Chlorinating tablets will be checked to meet State/County minimum standards\$60.00 service charge and \$40.00 per hour. Plus expenses for calls between normal service calls.  
Routine maintance and monitoring will continue every 6 months by the operator

If treatment standard 1 is required proper tests will be conducted at owners expense. Inspections of the systems will comply with the attached Operation and Maintance schedule .The operator will generate a performance report and deliver a performance report and deliver a copy of this report to the owner, county health dept. and appropriate state department. And keep a copy on file at the operator's office.

**WARRANTY:**

All Clearstream units O & M manuals include a warranty on all parts included in the unit, a copy of which has been given to the **OWNER**

**Initials** WAR Additional services not covered by the warranty as follows.

1. All service calls, charges and costs of any replacements parts due to the OWNER(s) neglect and /or any other party(s) neglect and or abuse or the Clearstream unit. The minimum service charge will be **\$60.00 and Hour \$40.00 per hr. thereafter plus expences.**
2. All labor charges for providing aeration to the Clearstream unit if electricity is shut off Labor charges for this will be the same as a service charge.



200306020276  
Skagit County Auditor

P-4

3. The cost of Chlorinating supplies
4. U-V lights
5. Service charges are subject to reasonable increase upon written notice to the Owner.

**OWNERS(s) Responsibilities**

1. Complying with the instructions of the O&M Manuel.
2. Notifying the OPERATOR or OPERATOR'S designated agent Immediately of any problems with the Clearstream unit. Particular attention must be given to any failure of the aerator pump.
3. Keeping the sample ports free of obstructions at all times.
4. Granting Operator and Health Officials access to the OWNER(s) property to service or inspect the Clearstream unit at any time.
5. Notify Operator when residence is sold or rented to new tenants.

**6. Clearstream Units**

500gpd	600gpd	750gpd	1000gpd	1500gpd
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7. O&M will be \$200.00 per unit per year. First two years to be paid in advance. Billings start in year 3 and annually for the life of the system.



200306020276  
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Owner(s) W A Rimmer

State of Washington)

County of )SS

On this 2<sup>nd</sup> day of June 2003, before me, the undersigned, a

Notary Public in and for the State of Washington, duly commissioned and sworn,

personally appeared William A Rimmer 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

use and purposes therein mentioned an on an oath stated that he/she was authorized to

execute said instrument

WITNESS MY HAND AND OFFICAL SEAL THIS 2<sup>nd</sup> DAY OF June 2003

Karan O Thorson  
Notary Public in and for the State of Washington  
Residing at Burl



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