



Stanton Ind Inc
P.O.Box 361
Mt Vernon Wa 98273
360-419-9589



200509070163
Skagit County Auditor

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OPERATION & MAINTENANCE CONTRACT

This agreement is entered into between **STANTON IND. INC.** hereinafter, referred to as operator, and RON RADKTE hereinafter, referred to as owners, on this day of _____, 20__ and will be recorded against the property which the Clearstream unit is installed.

Property Address; 15228 Deception Rd

Tax Parcel # P65009

Leagle Discription; Lot 869 Dewey Beach 2nd Addition

Hereafter "The Property"

The dwelling unit(s) on the property utiliz(s) an alternative method of sewage treatment. a **Clearstream** mechanical aerobic treatment system. The Clearstream unit is required to be monitored and maintained in accordance with regulations as stated in WAC 248-046 and county regulation(s) SKAGIT County Health District and Dept of Health Regulations governing on-site sewage

The owner(s) of the property are responsible for all costs associated with monitoring and maintaining the Clearstream unit. The agency responsible for the Monitoring and maintaining the Clearstream unit in SKAGIT County is

Stanton Ind. Inc.

P.O.Box 361

Mt Vernon, Wa. 98273

360-419-9589 office 360-679-7805 pager 360-661-2118 cell 360 661-2119 John

O&M

Ronald R. Radtke

The Operator will conduct the initial inspection at the time of installation and another inspection at 6 (six) weeks to ensure adequate treatment is being achieved.

If applicable -- Chlorinating tablets will be checked every 6 (six) months. Cost of tablets are extra

A \$60.00 service charge and \$40.00 per Hour plus expenses for calls between normal service calls .

Routine Maintenance and monitoring will continue every six (6) months for the life of the system by a manufacture certified operator.

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. PD

Additional services not covered by the warrenty are as follows;

1. All service call charges and costs of any replacement parts due to the Owners neglect and /or any other party(s) neglect and or abuse of the Clearstream unit.

The minimum service call charge will be \$60.00. For every hour after will be \$40.00 per hour. Service requiring a ferry will be charged from the ferry landing.

2. Service and labor charges for providing aeration to the Clearstream unit if the electricity is shut off

3. The cost of Chlorine is responsibility of the owner

4. UV replacement bulbs are the responsibility of the owners after 1 (one) year.

O&M



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- a. Regular operation, maintenance, monitoring: \$200 per year;
b. All other services: \$60 flat fee, \$40 per hour together with the expense of parts and travel.
- c. Other non-warranty services: Cost of Chlorine - _____;
Replacement of UV bulbs _____; Pumping of System _____;
Sampling of System _____.

which fees are subject to increase upon reasonable written notice.

Notices. Any notices required under this agreement shall be delivered to the following:

OWNER:

RONALD RADTKE
15243 Deception Rd.
ANACORTES, WA 98221

OPERATOR:

STANTON INC
P.O. # 361
Mt Vernon, WA
John (360) 661 2119

REGULATORY AUTHORITIES:

Public Works Health DEPT.
1800 Continental Pl
360-336-9410

98273
(360) 419 9589
(360) 661-2118

Dispute Resolution. Any legal dispute arising from this agreement shall be resolved by binding arbitration before a mutually acceptable and qualified contractor with 10 years experience. If the parties cannot agree upon an arbitrator they may petition the Superior Court of SKagit County to appoint a qualified contractor as arbitrator. The arbitration shall be conducted in accordance with the Mandatory Arbitration Rules of the State of Washington unless otherwise agreed in writing.

Entire Agreement. This document represents the entire agreement of the parties and shall be binding upon their successors, assigns, and heirs. For this reason, Owner shall incorporate this agreement into any contract to sell the above-described real property and shall take special care to notify Operator of change in ownership and transmit a copy to a subsequent purchaser prior to execution. Operator shall record this agreement in SKagit County, Washington, to further ensure that subsequent notice is taken.



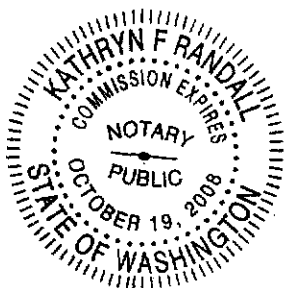
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COUNTY OF Skagit)SS

On this 7th day of Sept 2005, before me, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Robert Ron Radtke to me known to be the individuals described in and who executed the within and forgoing instrument, and acknowledged that he

signed the same as 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 7th DAY OF Sept, 2005



Kathryn F. Randall
KATHRYN F. RANDALL
Notary public in and for the state of
Washington Residing at Aracortes



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Skagit County Auditor