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RETURN ADDRESS:

William D. Smith 9632 Washougal River Rd Washougal, WA 98671 FILE MAN AND DRUSH SHAPE William Smith

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J. MICHAEL GARVISON

Please Print or Type Information.
Document Title(s) or transactions contained therein:
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1. Smith, William D.
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Complete Legal on Page 3 of Document. REFERENCE NUMBER(S) Of Document assigned or released: Additional Numbers on Page of Document. ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER Property Tax parcel ID is not yet assigned 02-05-31-4-0-0702-00

OPERATION AND MAINTENANCE CONTRACT FOR William D. Smith

Legal Description: That portion of the Southeast quarter of section 31, Township 2 North, Range 5 East of the Willamette Meridian, Clark County, Washington. Parcel number 02 05 31 4 0 0702 00.

• The residence, located at approx. 9632 Washougal River Rd, is served by a Glendon Biofilter Treatment system. The owner of the residence is responsible for assuring proper operation and timely maintenance of this system.

• The system is to be inspected twice a year by an authorized service provider. The service provider will collect maintenance data and submit a report to the Southwest Washington Health Dept. after each inspection. If the system needs servicing, the service provider or the designer are the only authorized individuals to make any adjustments to the operation of the system. Any tampering of the control panel or filter by the homeowner will void any warranty claims.

The following items are to be inspected twice a year and reports will be submitted to the Southwest Washington Health Dept:

- 1. Check the water tightness of the septic tank and pump chamber.
- Verify that timer settings have not been altered and the control panel is operating.
- Ensure the pump is operating properly. Inspect floats.
- 4. Inspect the mound for evidence of surfacing effluent.
- Check cleanliness of the outlet filter.
- Measure the amount of solids in the septic tank and pump chamber. Pump as
- 7. Inspection monitoring of curtain drain for proper functioning will be done.

Bloomquist Excavating is the company providing this maintenance contract and the inspections are to be done by Bloomquist Excavating for at least the first two years. The fee for the inspections will be \$150 per year or \$75 per inspection for the first two years. Inspection fees following the first two years are guaranteed not to exceed an annual increase of more than 3%. The fee is limited to the inspection only. Needed repairs will be a separate charge and are the responsibility of the owner. Failure to comply with this contract will result in the inspector notifying the health department. The health department will then take appropriate legal action.

The leading cause of failure for septic system is overloading the system. Your system is designed to treat 240 gallons per day. Amounts over that figure can ad will cause your system to fail. Any problems associated with hydraulic overloading are the responsibility of the

Your system was designed by Cavin Ek. Cal Ek's number is 687-7668.

Your system was installed by Bloomquist Excavating & Septic systems, Inc. Their number is

Your first point of contact should a question or problem arise is Bloomquist Excavating.

The Glendon representative is Tom Teal. His numbers are, Office: 360-638-0300, Cell: 206-226-5972.

By signing and dating this contract you are agreeing with it terms and conditions. Failure to comply will result in the local health district taking appropriate legal action.

This document is to be notarized and recorded on the deed of the property and is transferable with the sale of the property.

It is the responsibility of the owner to record this contract and it must be done prior to the final inspection.

William D. Smith

Dat

Candace Musgrave

Smeth 7.19. 2002

Bloomquist Excavating & Septic Systems, Inc

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If you desire another licensed inspector, Bloomquist is to be notified in writing 30 days prior to the next inspection due date.

STATE OF WASHINGTON ss. County of = Clayk

I certify that I know or have satisfactory evidence that = William D. Smith + Cancace Muscare Signed this instrument, and acknowledged it to be, a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: = June 19, 2002

Notary Public in and for the State of Washington, Residing at = Cattle Ground

My appointment expires = 11-12-2004



P. 2 Operation & Maintenance Contract for William D. Smith

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Statutory Warranty Deed



THE GRANTOR MICHAEL D. DILLEY AND SHARON DILLEY, husband and wife

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

n hand paid, conveys and warrants to

WILLIAM SMITH, an unmarried man
the following described real estate, situated in the County of SIAMANIA

, State of Washington:

E (101 3:71) Lots 5 and 6 of WASHOUGAL SUMMER HOME TRACTS, according to the official plat thereof on file and of record in Book "A" of Plats, at page 78 in the office of the Auditor of Skamania County, Washington, in Section 31, Township 2 North, Range 5 East of the Willamette Meridian.

SUBJECT TO an easement for ingress and egress conveyed to William Smith under document in Book 80, page 262, lying across lot 7 of WASHOUGAL SUMMER HOME TRACTS, according to the official plat thereof on file and of record in Book "A" of Plats, at page 78 in the office of the Auditor of Skamania County, Washington in Section 31, Township 2 North, Range 5 East of the Willamette Meridian.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 28, 1981, 19 and conditioned for the consequence of the above discribed property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on August 31, 1981

Rec. No. 8413 (\$500.00)

January 16, 1986 REAL ESTATE EXCISE TAX Michael O. Dilley FEB 41986 PAID ACC TEASE TYESO Sharon Dilley SKAMANIA DOLINTY TREASURER STATE OF WASHINGTON STATE OF WASHINGTON 55.Clark On this day personally appeared before me Michael D. Dilley and Sharon Dilley to me known to be the individual described in and who executed the within and foregoing instrument, and prknowledged that they signed the same their free and voluntary art and deed as to me known to be the __ President and ... as their tree and soluntary act and deed for the uses and purposes therein mentioned