



200005010035  
Kathy Hill, Skagit County Auditor  
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Return Address:

SINCLAIR ISLAND ASSOC. INC  
1201 11th Street, Suite 100  
Bellingham WA 98225

## CLAIM OF LIEN

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97:		(please print last name first)
Reference # (If applicable):	<u>TRACT 13</u>	
Grantor(s) (Owner): (1)	<u>DAVID POLLART</u>	(2) _____ Add'l. on pg <u>3</u>
Grantee(s) (Claimants): (1)	<u>SINCLAIR ISLAND ASSOC. INC</u>	(2) _____ Add'l. on pg _____
Legal Description (abbreviated):	<u>TRACT # 13, SINCLAIR SURVEY</u>	Add'l. legal is on page <u>2</u>
Assessor's Property Tax Parcel /Account #	<u>4007-000-011-0002 AND 4007-000-024-0007</u>	

Claimant	}	<u>SINCLAIR ISLAND ASSOC. INC</u>
vs.		
Name of person indebted to Claimant		<u>DAVID POLLART</u>

Notice is hereby given that the person named below claims a lien pursuant to chapter 60.04 RCW. In support of this lien the following information is submitted:

1. NAME OF LIEN CLAIMANT: SINCLAIR ISLAND ASSOC. INC  
TELEPHONE NUMBER: (360) 733-9440 ADDRESS: 1201 11th Street, Suite 100  
Bellingham WA 98225
2. DATE ON WHICH THE CLAIMANT BEGAN TO PERFORM LABOR, PROVIDE PROFESSIONAL SERVICES, SUPPLY MATERIAL OR EQUIPMENT OR THE DATE ON WHICH EMPLOYEE BENEFIT CONTRIBUTIONS BECAME DUE: OCT 1, 1981
3. NAME OF PERSON INDEBTED TO THE CLAIMANT: DAVID POLLART
4. DESCRIPTION OF THE PROPERTY AGAINST WHICH A LIEN IS CLAIMED (street address, legal description or other information that will reasonably describe the property): See Real Estate Purchase AND Sale Agreement (Page 3); AND SINCLAIR Plat map (page 2)
5. NAME OF THE OWNER OR REPUTED OWNER (If not known state "unknown"):  
TELEPHONE NUMBER: (206) 932-1333 ADDRESS: 1150 ALKI AVE, SW  
Seattle WA 98116
6. THE LAST DATE ON WHICH LABOR WAS PERFORMED PROFESSIONAL SERVICES WERE FURNISHED, CONTRIBUTIONS TO AN EMPLOYEE BENEFIT PLAN WERE DUE; OR MATERIAL, OR EQUIPMENT WAS FURNISHED: MARCH 2000



7. PRINCIPAL AMOUNT FOR WHICH THE LIEN IS CLAIMED IS: \$ 1,745.51
8. IF THE CLAIMANT IS THE ASSIGNEE OF THIS CLAIM SO STATE HERE : \_\_\_\_\_

Sinclair Island Association Inc  
Claimant  
Sinclair Island Association Inc  
Print or Type Name  
1201 11th Street, Suite 100  
Address  
Bellingham WA 98225  
(360) 733-9440  
Telephone Number

STATE OF WASHINGTON

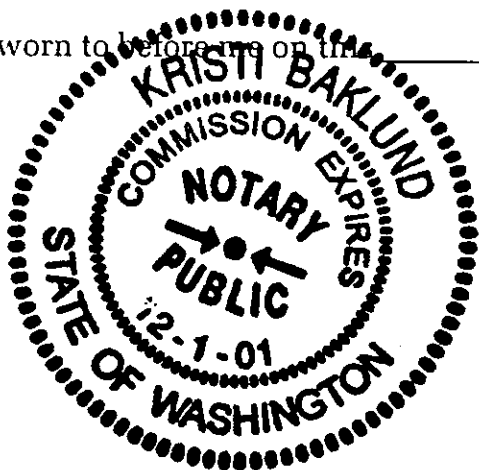
County of Whatcom

SS.

Chad G. Smith, being sworn, says: I am the claimant (or attorney of the claimant, or administrator, representative, or agent of the trustees of an employee benefit plan) above named; I have read or heard the foregoing claim, read and know the contents thereof, and believe the same to be true and correct and that the claim of lien is not frivolous and is made with reasonable cause, and is not clearly excessive under penalty of perjury.

Chad Smith

Signed and sworn to before me on this 24 day of April, 2000.



Kristi Baklund  
Print Name KRISTI BAKLUND

Notary Public in and for the State of WA

My appointment expires: 12/1/01

NOTE: THE CLAIM OF LIEN MUST BE FILED FOR RECORDING IN THE COUNTY WHERE THE REAL PROPERTY IS LOCATED NO LATER THAN NINETY (90) DAYS AFTER THE CLAIMANT HAS CEASED TO FURNISH LABOR, PROFESSIONAL SERVICES, MATERIALS OR EQUIPMENT OR THE LAST DATE ON WHICH EMPLOYEE BENEFIT CONTRIBUTIONS WERE DUE, IN ADDITION TO ANY NOTICE REQUIREMENTS THAT MAY BE PROVIDED BY LAW.



Claim of Lien  
©Washington Legal Blank, Inc., Issaquah, WA Form No. 90 10/98  
MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSC



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REAL ESTATE PURCHASE AND SALE AGREEMENT  
(With Earnest Money Provision)  
THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY  
READ CAREFULLY BEFORE SIGNING

372306

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David Pollart or nominee

Bellingham

Washington, August 12, 1981

(hereinafter called "purchaser")

hereby agrees to purchase, and the undersigned seller hereby agrees to sell the following described real estate located in the City of \_\_\_\_\_  
County of Skagit, State of Washington, commonly known as Tract #13, Sinclair survey

legally described as: (A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE  
HEREOF PRIOR TO EXECUTION BY SELLER. Purchaser hereby authorizes broker to insert over his signature the correct legal description of the  
above-designated property if unavailable at time of signing, or to correct the legal description previously entered if erroneous or incomplete.)  
SURVEY COPY ATTACHED HERETO AS EXHIBIT "A"

TOTAL PURCHASE PRICE IS ONE HUNDRED THIRTY NINE THOUSAND DOLLARS (\$ 139,000.00)  
payable as follows: \$30,000.00 downpayment of which the money hereon receipted is a part; the balance  
of \$109,000.00 to be secured by deed of trust and note, payable monthly, interest only at the  
rate of 12% per annum on the diminishing principal balances; an annual principal reduction  
of \$10,900.00 due each anniversary date commencing 10/1/82 until 10/1/88 when all remaining  
balances of principal and interest are due and payable in full. Interest to commence 10/1/81,  
the first interest payment of \$1,090.00 due 11/1/81. Deferred balances may be prepaid at  
anytime without penalty.

1. Title of seller is to be free of encumbrances or defects except:

See addendum attached hereto as "EXHIBIT B".

Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with purchaser's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects. Encumbrances to be discharged by seller may be paid out of purchase money at date of closing.

2. Earnest money:

(a) Purchaser hereby deposits, and receipt is hereby acknowledged of, Two thousand & no/100 Dollars  
(\$2000.00) evidenced by ☐ Cash, ☒ Personal check, ☐ Cashiers check, ☐ Note due \_\_\_\_\_, or  
☐ \_\_\_\_\_ paid or delivered as earnest money in part payment of the purchase price for the abovescribed real estate.

(b) Earnest Money and this agreement shall be held by broker or Jas F. Bolster Agency for the benefit of the parties hereto.  
3. If either party defaults (that is, fails to perform the acts required of him) in his contractual performance herein, the non-defaulting party may seek specific performance pursuant to the terms of this agreement, damages, or rescission. If the non-defaulting party seeking damages or rescission is the purchaser, the seller, upon demand, shall be refunded less all charges provided under Paragraph 5. If the non-defaulting party seeking damages or rescission is the seller, the earnest money, upon demand, shall be forfeited whereupon one half thereof shall be applied to payment of broker's fee, if any, as hereinafter provided, and the remainder shall be paid to seller less all charges provided under Paragraphs 4 and 5.

4. Seller shall furnish to purchaser a W/LTA standard form policy of title insurance and as soon as practical prior to closing a preliminary commitment therefor issued by Island Title Co. and seller authorizes broker or closing agent to apply as soon as practical for such title insurance. The seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall contain no exceptions other than those provided in said standard form plus encumbrances or defects noted in Paragraph 1 above. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth in Paragraph 11 hereof, earnest money shall be refunded and all rights of purchaser terminated; provided however, that purchaser may waive defects and elect to purchase. The broker shall not be responsible for delivery of title.

5. If financing is required, the purchaser agrees to make a best effort to procure same and further agrees to make application therefor within 15 days after seller's acceptance of this agreement. If VA or FHA financing is contemplated, additional provisions pertaining hereto may be attached hereto and are hereby incorporated herein by reference. The purchaser and seller hereby authorize the party designated in Paragraph 2 hereof to advance that portion of the earnest money deposited as may be required to pay initial loan charges attributable to purchaser's financing. The parties agree to refund earnest money (less credit report fee, appraisal fee, and other loan charges, if any) in the event financing contemplated by the purchaser is not obtainable.

6. (a) If this agreement is for conveyance of fee title, title shall be conveyed by Warranty Deed free of encumbrances or defects except those noted in Paragraph 1.  
(b) If this agreement is for sale on real estate contract, seller and purchaser agree to execute a real estate contract for the balance of the purchase price on Real Estate Contract Form A-1064, a copy of which is hereby attached hereto or such other form as is attached hereto, the terms of which are hereby incorporated herein by reference. Said contract shall provide that title be conveyed by Warranty Deed.

(c) If said property is subject to an existing contract, mortgage, deed of trust or other encumbrance which seller is to continue to pay, seller agrees to pay said contract, mortgage, deed of trust or other encumbrance in accordance with its terms, and upon default, purchaser shall have right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due on the contract between seller and purchaser herein.

(d) If this agreement is for sale and transfer of vendee's interest under existing real estate contract, the transfer shall be by purchaser's assignment of contract and deed sufficient in form to convey after acquired title.

7. Taxes for the current year, rent, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be prorated as of date of closing. Purchaser shall pay for remaining oil in fuel tank, the amount to be determined by the supplier.

8. Seller shall deliver possession to purchaser on XXXXX date of closing. Seller agrees to pay purchaser the sum of N/A for each day of possession beyond date of closing. Possession shall be deemed given when seller has vacated the premises and delivered keys to same to purchaser or to broker. Said payment shall be the sole responsibility of seller.

9. Purchaser offers to purchase the property in its present condition on the terms noted. Seller hereby warrants that to the best of his knowledge the premises described herein and the improvements thereon do not materially violate the applicable building or zoning regulations and that he is unaware of any material defect in the premises or improvements thereon with the exception of the following, to wit:

10. Purchaser's offer is made subject to the acceptance of seller on or before twelve o'clock midnight of 8/17/81. If seller does not accept this agreement within the time specified, the earnest money shall be refunded to purchaser on demand.

11. The sale shall be closed in the office of closing agent Jas F. Bolster Agency within \_\_\_\_\_ days after preliminary commitment for title insurance policy is delivered showing title insurable, as above provided, or after completion of financing, if financing is called for herein, whichever is later, but in any event not later than the 1st day of October, 19 81, which shall be the termination date. The purchaser and seller shall deposit with closing agent all instruments, documents and monies necessary to complete the sale in accordance with this agreement. Escrow fee, if any, shall be divided equally between the seller and purchaser.

12. For purposes of this agreement, "closing agent" shall be defined as a person authorized to perform escrow services pursuant to the provisions of Chapter 18.44 of the Revised Code of Washington who is designated by the parties hereto to perform such services.

13. For purposes of this agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to seller.

14. If prior to closing, improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this agreement at option of purchaser shall become null and void.

15. All attached floor coverings, attached television antenna, window screens, screen doors, storm windows, storm doors, plumbing and lighting fixtures (except floor, standing, and swing lamps), shades, venetian blinds, curtain rods, attached bathroom fixtures, trees, plants, shrubbery, water heating apparatus and fixtures, awnings, ventilating, cooling and heating systems including built in and "drop in" ranges (but excluding all other ranges) that are now on the premises shall be included in the sale unless otherwise provided herein. All leased appliances and other leased fixtures are not included in sale unless specifically stated herein. N/A

16. There are no other verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement.

By Jas F. Bolster Agency Broker David Pollart Purchaser  
Phase 1A & 1B (Both spouses should sign except under special circumstances) Purchaser

Purchaser's Address 7901 Northbrook Lane Mercer Island, WA. 98040 Purchaser's Phone 232-2660

Purchaser hereby warrants he is of legal age.

On this date \_\_\_\_\_ I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the seller, and the undersigned further agree to pay a fee of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) or \_\_\_\_\_ percent of the aforementioned total Purchase Price to the above broker for services. In the event earnest money is forfeited, it shall be apportioned to the seller and broker equally provided the amount to broker does not exceed the agreed fee. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

119 N Commercial Bellingham, WA. 98225 Da RR. Bolster Seller  
733-9440 Seller's Address Seller's Phone

(Both spouses should sign except under special circumstances) Seller

A true copy of the foregoing agreement, signed by the seller and containing the full and complete legal description of the above-designated property, is hereby received on \_\_\_\_\_, 19 \_\_\_\_\_.

Purchaser Purchaser  
Form No. A-74 Approved and Copyrighted © 1974 by Washington Association of Realtors, Inc.

BROKER'S COPY



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Sinclair Island Association  
**Statement**

February 25, 2000

David Pollart  
PO Box 2507  
Auburn, WA 98071

Dear David:

This year the Sinclair Island Association meeting will be held on Wednesday, March 29, 2000 at 4:30 PM. If you would like to participate in this meeting please contact Sharon at (360) 733-9440 by Friday, March 17, 2000. Please leave your name and telephone number at which the conference call operator can reach you at on March 29, 2000. Please be available to receive the Operator's call as early as 4:15 PM as it takes a few minutes to reach all parties that wish to participate.

The prior year balance on your account is **\$1321.57**.

Your 2000 assessment is **\$423.94** for lot 13 bringing the total amount due to **\$1745.51** and is due March 29, 2000.

Mail payment to:  
Sinclair Island Association  
1201 11th Street Suite 100  
Bellingham, WA 98225

Thank you for prompt attention to these matters.

Cordially,

Larry McCarter  
President



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