



Yacht Sales
Since 1977

New Boat Sales
Sail and Power
Quality Brokerage

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e-mailed 9-14-2020

From: Jim Rard [<mailto:jim@marinesc.com>]
Sent: Monday, September 14, 2020 2:30 PM

Subject: notice of violation #18263

Stephanie Barney
WA Department of Ecology
Bellingham Field Office
913 Squalicum Way #101
Bellingham, WA 98225

What steps have been taken:

Marine Servicenter boat yard has been sold to Seattle Yachts. They took over operation May 2nd 2020. I understand Seattle Yachts is working with DOE to obtain a new boatyard permit.

What steps are being taken:

I talked with Brent Moore several weeks ago and he told me they were painting the roof of the shop to try and stop the zinc problem. Other than that I have had no daily contact with management.

Enclosed is a copy of the closing statement for the sale of the boatyard, dated May 1, 2020.



Jim Rard
206-323-2405
Mobile 206-369-2290
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**Anderson Law &
Escrow, PLLC**

Grant B. Anderson
Attorney at Law

3700 Pacific Hwy. E., Ste. 301
Fife, WA 98424-1162

Phone: (253) 344-5560
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FINAL

MARINE SERVICENTER

CLOSING STATEMENT

SELLER: Marine Servicer, Inc., a Washington corporation
PURCHASER: Seattle Northwest Yachts, LLC, a Washington limited liability company
DATE OF CLOSING: May 1, 2020

SELLER'S ACCOUNT

	Charge	Credit
Sales Price		\$420,000.00
Agent - IBA	\$25,200.00	
Escrow Fee (1/2)	\$1,200.00	
Pay-Off: Wells Fargo Commercial Distribution Finance	\$0.00	
Pay-Off: United Bank	\$0.00	
UCC 11R Lien Search (1/2)	\$91.55	
Pro-Rate Real Estate Taxes (\$910.52/Mo. x 2 Months)		\$1,821.04
Personal Property Taxes (2020)	Paid In Full	
Pro-Rate Personal Property Taxes (2021) (April 30, 2020)	\$75.00	
Certified Mail	\$0.00	
Recording (1/2)	\$0.00	
Lease Deposits		Outside Escrow
Pro-Rate May Rents (\$___/day x ___days)		Outside Escrow
Fax, Copies, Postage (1/2)	\$12.50	
Paid to Seller	\$395,241.99	
Total:	\$421,821.04	\$421,821.04

1. Seller and Purchaser hereby authorize and direct Escrow to hold back Zero Percent (0.00%) of Seller's equity for a period of Thirty (30) days following the Date of Closing. These funds shall not be disbursed during said thirty-day period without joint written instructions from both Seller and Purchaser directing payments. At the end of said thirty-day period, if Purchaser has not otherwise instructed Escrow to the contrary, Escrow shall disburse all remaining funds to Seller and shall have no further liability or responsibility to the parties.



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2. Purchaser is responsible for payment of any State of Washington Sales or Use Tax.
3. There has been no pro-rate of insurance, utilities or utility deposits, advertising (including Yellow Pages), or additional lease charges, if any.
4. Personal property taxes for the business have been prorated as of the Date of Closing. Seller has been charged from January 1, 2020 through April 30, 2020 for calendar year 2020 and Purchaser has been charged from May 1, 2020 through December 31, 2020, for calendar year 2020. Personal property taxes have been paid for 2020 (current) and 2021 (advance). Purchaser shall be responsible for payment of the entire personal property tax bill for calendar year 2021, received and payable during 2022.
5. The parties acknowledge and agree that the documentation to effectuate the transfer of the Leases or the execution of new Leases shall be the responsibility of the parties in conjunction with the Landlord. Escrow has not participated in the transfer of the Leases.
6. This closing statement is subject to final audit and if legitimate monetary error is discovered or any encumbrances of record necessary to clear title, such differences or payment are to be assessed and immediately collected from or refunded to the parties liable therefore.
7. YOUR SIGNATURE ACKNOWLEDGES THAT THESE DOCUMENTS HAVE BEEN PREPARED WITH STRICT IMPARTIALITY AND THAT ANDERSON LAW & ESCROW, PLLC, ITS EMPLOYEES, OFFICERS, OR SHAREHOLDERS HAVE MADE NO REPRESENTATIONS OR RECOMMENDATIONS, WHATSOEVER, REGARDING THE TERMS OF THIS TRANSACTION NOR HAVE THEY PARTICIPATED IN OR SUPPLIED ANY OTHER INFORMATION REGARDING THE VALUE OR PERFORMANCE OF THIS BUSINESS. YOU HAVE BEEN SPECIFICALLY INFORMED OF THE ADVISABILITY OF SEEKING INDEPENDENT LEGAL COUNSEL REGARDING THE TERMS OF THIS TRANSACTION AND THE CONTENT AND LEGAL CONSEQUENCES OF THE DOCUMENTS, AND ARE NOT RELYING ON SAID ATTORNEYS FOR LEGAL OPINIONS OR ADVICE..
8. THE PARTIES ACKNOWLEDGE THAT ESCROW HAS MADE NO REPRESENTATIONS AS TO THE ISSUANCE OR EXISTENCE OF ANY INSURANCE OF ANY KIND COVERING ANY BUSINESS ASSETS OR ACTIVITIES. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN CAUTIONED AS TO THE ADVISABILITY OF SECURING INSURANCE COVERAGE AND THAT SAID COVERAGE SHOULD BE EFFECTIVE AS OF THE DATE AND TIME OF CLOSING. THE PARTIES AGREE THAT THE TRANSFER OF EXISTING POLICIES OR OBTAINING COVERAGE SHALL BE STRICTLY THE RESPONSIBILITY OF THE PARTIES, OUTSIDE ESCROW.

DATED this 1st day of May, 2020.

SELLER:
Marine Servicer, Inc.

By: _____
James Rard, President