

REAL ESTATE EXCISE TAX AFFIDAVIT  
CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt  
when stamped by cashier.

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED  
(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>Nicki Weiland</u>	2 BUYER GRANTEE	Name <u>M. Chris Houser</u>
	Mailing Address <u>2291 Elgin</u>		Mailing Address <u>56 Lewis Road</u>
	City/State/Zip <u>Moses Lake, WA 98837</u>		City/State/Zip <u>Pomeroy, WA 99347</u>
	Phone No. (including area code)		Phone No. (including area code) <u>(509) 843-1470</u>
3	Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers – check box if personal property	
	Name _____	1-070-31-072-1540 <input type="checkbox"/>	
	Mailing Address _____	<input type="checkbox"/>	
	City/State/Zip _____	<input type="checkbox"/>	
	Phone No. (including area code) _____	<input type="checkbox"/>	

4 Street address of property: 229 Elm Street, Pomeroy, WA 99347

This property is located in Pomeroy

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See Attached

5 Select Land Use Code(s): <u>11 - Household, single family units</u> enter any additional codes: (See back of last page for instructions)	7 List all personal property (tangible and intangible) included in selling price.
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) _____ Reason for exemption _____
6 Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.	Type of Document <u>Statutory Warranty Deed</u> Date of Document <u>8-22-13</u> Gross Selling Price \$ <u>40,000.00</u> *Personal Property (deduct) \$ _____ Exemption Claimed (deduct) \$ _____ Taxable Selling Price \$ <u>40,000.00</u> Excise Tax : State \$ <u>512.00</u> <u>0.0025</u> Local \$ <u>100.00</u> *Delinquent Interest: State \$ _____ Local \$ _____ *Delinquent Penalty \$ _____ Subtotal \$ <u>612.00</u> *State Technology Fee \$ <u>5.00</u> *Affidavit Processing Fee \$ _____ Total Due \$ <u>617.00</u> CK A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS
DEPUTY ASSESSOR _____ DATE _____ (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale. (3) OWNER(S) SIGNATURE _____ PRINT NAME _____	

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Nicki Weiland</u>	Signature of Grantee or Grantee's Agent <u>James K. Houser</u>
Name (print) <u>Nicki Weiland</u>	Name (print) <u>James K. Houser Attorney</u>
Date & city of signing <u>8/22/2013 Moses Lake WA</u>	Date & city of signing <u>Walla 8/26/13</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001ae (2/28/13)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER

AUG 29 2013

KAREN ROOSEVELT  
GARFIELD COUNTY TREASURER

2415

The

## EXHIBIT "A"

### LEGAL DESCRIPTION

Beginning at a point 85 feet North of the intersection of the East line of the Northwest Quarter of the Southwest Quarter of Section thirty-one in Township 12 North, Range 42, E.W.M., and the North line of Highland Addition to the City of Pomeroy, Washington, thence North on line 205.4 feet, thence West 150 feet, thence South 205.4 feet, thence East 150 feet to point of beginning, being the North 205.4 feet of Pomeroy Tax No. 33 in said Section 31, Township 12 North, Range 42, E.W.M.

Also, the right of use and right of way, to be used jointly with the parties of the first part, as a roadway or street, of the following tract, to-wit: Beginning at the intersection of the east line of Northwest Quarter of Southwest Quarter of Section thirty-one aforesaid, with the North line of said Highland Addition, thence North 85 feet, thence West 30 feet, thence South 85 feet to the North line of Highland Addition, thence East 30 feet to place of beginning.

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED  
(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name	ESTATE OF JAMES A. GEIGER, DECEASED (1/6)	2 BUYER GRANTEE	Name	GEIGER BROTHERS, LLC	
		JAMES J. GEIGER & THOMAS M. GEIGER, CO-PERS. REPS				
	Mailing Address	516 W. SHARP AVE		Mailing Address	516 W. SHARP AVE	
	City/State/Zip	SPOKANE, WA 99201		City/State/Zip	SPOKANE, WA 99201	
	Phone No.(including area code)	509 981-4906		Phone No.(including area code)	509 328-7983	
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee			List all real and personal property tax parcel account numbers - check box if personal property			
Name			2-012-41-036-3010-0000			
Mailing Address			2-011-42-006-2000-0000 <input type="checkbox"/>			
City/State/Zip			2-011-41-012-2000-0000			
Phone No.(including area code)			2-011-41-002-4000-0000 <input type="checkbox"/>			
			2-011-41-001-1000-0000			
			1-070-36-005-1020-0000 <input type="checkbox"/>			
			1-070-06-011-1070-0000 <input type="checkbox"/>			
			2-011-41-001-3000-0000			
List Assessed value(s)			408.555			

4  
Street address of property: GARFIELD COUNTY, WASHINGTON

This property is located in Garfield

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

AN UNDIVIDED 1/6 INTEREST IN THE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION.

5 Select Land Use Code(s): 94 - Open space land classified under chapter 84.34 RCW  enter any additional codes: (See back of last page for instructions)	7 List all personal property (tangible and intangible) included in selling price.
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) WAC 458-61A-211 (2)(a) Reason for Exemption TRANSFER FOR INTEREST IN LIMITED LIABILITY CO
6 Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  Is this property classified as current use (open space, farm, and agricultural, or timber) land per chapter 84.34? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Type of Document PERSONAL REPRESENTATIVE'S DEED Date of Document AUGUST 2, 2013  Gross Selling Price \$ 0.00 *Personal Property (deduct) \$ 0.00 Exemption Claimed (deduct) \$ 0.00 Taxable Selling Price \$ 0.00 Excise Tax : State \$ 0.00 0.0025 Local \$ 0.00 *Delinquent Interest Penalty \$ Local \$ *Delinquent Penalty \$ Subtotal \$ 0.00 *State Technology Fee \$ 5.00 *Affidavit Processing Fee \$ 5.00 Total Due \$ 10.00 CK  A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS
(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)  NEW OWNERS(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input checked="" type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.  Kathia Vasubhargava DEPUTY ASSESSOR 8/29/13 DATE	
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)  NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.	
(3) OWNER(S) SIGNATURE  Margaret C. Warner Mgr PRINT NAME MARGARET C WARNER	

8  
I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of Grantor or Grantor's Agent: <u>Thomas M Geiger</u>	Signature of Grantee or Grantee's Agent: <u>Margaret C. Warner Mgr.</u>
Name (Print): <u>Thomas M Geiger Co Pers Rep</u>	Name (Print): <u>MARGARET C. WARNER</u>
Date & city of signing: <u>08/12/2013 Spokane Washington</u>	Date & city of signing: <u>08/12/2013 Spokane</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001a inst. (2/28/13)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER

PAID  
AUG 29 2013  
KAREN ROOSEVELT  
GARFIELD COUNTY TREASURER

2416  
The

In Township 11 North, Range 41 E.W.M.

The West half, and the Northwest quarter of the Northeast quarter (Government Lot 2) of Section 1.  
That part of the South half of the Southeast quarter of Section 2, lying East of the County Road.  
The Northeast quarter of the Northwest quarter of Section 12.

EXCEPT beginning at a point 1181.40 feet East of the Northwest corner of the Southwest quarter of Section 1; thence South 528.00 feet; thence East 430.98 feet to the line of Hughes and Peters land; thence following said line North 03°47' West 177.54 feet; thence North 07°10' East 353.10 feet to the North line of said Southwest quarter; thence West on the line 462.00 feet to the place of beginning.

ALSO EXCEPT beginning at a point 920 feet west of the center of said Section 1; thence West on the South line of the Northwest quarter of said Section, 344 feet; thence North 18°10' (a reading of 71°48' is needed to make description come out right) East 403 feet; thence South 08°45' to the place of beginning.

In Township 12 North, Range 41 E.W.M.

The Southwest quarter of the Southwest quarter of the Southeast quarter of Section 36.

That part of the South half of the Southeast quarter and of the South half of the Southeast quarter of the Southwest quarter of said Section 36, lying South of the County Road, which is an extension of Hill Street in the City of Pomeroy.

That part of the East half of the Southwest quarter of said Section 36, lying South of the old O.W.R. & N.Co. railroad right of way, EXCEPT beginning at a point of intersection of the North-South centerline of said Section 36 with the Southerly right of way line of the Union Pacific Railroad Company (O.W.R. & N.Co.), said point being 1263.9 feet from the center of said Section 36; thence South 00°21' West along said centerline 300 feet; thence westerly 200 feet; thence North 01°21' East 338.7 feet to said southerly railroad right of way; thence southeasterly along said right of way line to the place of beginning.

EXCEPT public road rights of way.

Government Lot 1, South half of the Northeast quarter, the West half of the Southeast quarter, the West half of the East half of the Southeast quarter of Section 1, Township 11 North, Range 41 E.W.M.

That part of Section 6, Township 11 North, Range 42 E.W.M., more particularly described as follows:

Beginning at the Northwest corner of said Section 6, thence East on Section line 1613 feet; thence South 08°09' West 314.5 feet; thence South 81°51' East 180 feet; thence South 08°09' West 80 feet; thence South 81°51' East 12 feet; thence South 08°09' West 60 feet; thence South 81°51' East 8 feet; thence South 08°9' West 130 feet; thence North 81°51' West 15 feet; thence South 02°35' East 509 feet; thence South 81°51' East 50 feet to the center of County Road; South 08°09' West 210 feet; thence South 03°35' East 550 feet to the corner of the tract sold by C.G. Hitchcock et ux to Martin Schuster; thence South 18° West 896 feet to the South boundary line of the Northwest quarter of said Section 6; thence West on line 1520 feet to the Southwest corner of said quarter section; thence North 2730 feet to the point of beginning;

EXCEPT beginning at the point where the North line of Block 2 in Wilson's Addition to the City of Pomeroy intersects the North line of said Section 6; thence southwesterly on a line parallel with the West line of said Block 2 a distance of 120 feet; thence northwesterly on a line parallel to the North line of said Block 2; thence northwesterly 120 feet to the North line of said Block 2, thence southeasterly along the North line of said Block 2 to the place of beginning.

ALSO EXCEPT beginning at the Southeast corner of Lot 5 in Block 3 of Wilson's Addition to the City of Pomeroy, thence southwesterly parallel with a southerly projection of the East line of said Block 3 to a point 120 feet South of the North line of said Block 3; thence northwesterly on a line parallel to the North line said Block 3, thence Northwesterly on a line parallel to the North line of said Block 3 to a point on said line 120 feet Southwesterly of the North line of said Block 3 and 80 feet southeasterly of the intersection of the projection of the southerly line of said excepted tract with the southerly projection of the West line of said Block 3; thence northeasterly at right angles, parallel with the southerly projection of the West line of said Block 3 to the North line of said Section 6; thence East along said Section line to the place of beginning.

ALSO EXCEPT public road rights of way.

Tax Account Nos.	2-012-41-036-3010-0000
	2-011-42-006-2000-0000
	2-011-41-012-2000-0000
	2-011-41-002-4000-0000
	2-011-41-001-1000-0000
	1-070-36-005-1020-0000
	1-070-06-011-1070-0000
	2-011-41-001-3000-0000

EXHIBIT "A"-LEGAL DESCRIPTION

FILED

AUG 08 2013

THOMAS R. FALLQUIST  
SPOKANE COUNTY CLERK



SUPERIOR COURT OF WASHINGTON, COUNTY OF SPOKANE

ESTATE OF:

**James A. Geiger,**

Deceased.

CASE NO. 01-4-01237-3

**LETTERS TESTAMENTARY**  
(LTRTS)

I. BASIS

- 1.1 The last will of the decedent(s), late of **Spokane County, Washington** was exhibited, proven and recorded in this court on: **October 01, 2001**
- 1.2 In that will: **THOMAS M. GEIGER AND JAMES J. GEIGER** is named personal representative.
- 1.3 The personal representative has qualified.

II. AUTHORIZATION

THIS CERTIFIES: **THOMAS M. GEIGER AND JAMES J. GEIGER** is authorized by this court to execute the will of the above decedent according to law.

THOMAS R. FALLQUIST, SPOKANE COUNTY CLERK

Dated: August 8, 2013

By Molly Reynolds,  
Deputy Clerk

III. CERTIFICATE OF COPY

State of Washington     )  
County of Spokane        )

As clerk of the superior court of this county, I certify that the above is a true and correct copy of the Letters Testamentary in the above-named case which was entered of record on: **August 8, 2013**

I further certify that these letters are now in full force and effect.

THOMAS R. FALLQUIST, SPOKANE COUNTY CLERK

Dated: **August 8, 2013**

By

  
Deputy Clerk

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED  
(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	Name	ESTATE OF EVA F. GEIGER, DECEASED (1/8)	
	J. J. GEIGER, T. M. GEIGER, M. G. SYNTEBY, D. A. GEIGER, CO-PERS. REPS		
	Mailing Address	516 W. SHARP AVE	
	City/State/Zip	SPOKANE, WA 99201	
	Phone No. (including area code)	509 981-4906	
BUYER GRANTEE	Name	GEIGER BROTHERS, LLC	
	Mailing Address	516 W. SHARP AVE	
	City/State/Zip	SPOKANE, WA 99201	
	Phone No. (including area code)	509 328-7983	
Send all property tax correspondence to:		<input type="checkbox"/> Same as Buyer/Grantee	
Name		GEIGER BROTHERS, LLC	
Mailing Address		516 W. SHARP AVE	
City/State/Zip		SPOKANE, WA 99201	
Phone No. (including area code)		509 328-7983	
List all real and personal property tax parcel account numbers - check box if personal property		List Assessed value(s)	
2-012-41-036-3010-0000		408,555	
2-011-42-006-2000-0000 <input type="checkbox"/>			
2-011-41-012-2000-0000			
2-011-41-002-4000-0000 <input type="checkbox"/>			
2-011-41-001-1000-0000			
1-070-36-005-1020-0000 <input type="checkbox"/>			
1-070-06-011-1070-0000 <input type="checkbox"/>			
2-011-41-001-3000-0000			

Street address of property: GARFIELD COUNTY, WASHINGTON

This property is located in Garfield COUNTY

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

AN UNDIVIDED 1/6 INTEREST IN THE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

<p>Select Land Use Code(s): 94 - Open space land classified under chapter 84.34 RCW</p> <p>enter any additional codes: (See back of last page for instructions)</p> <p>Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>Is this property classified as current use (open space, farm, and agricultural, or timber) land per chapter 84.34? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If any answers are yes, complete as instructed below.</p> <p>(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)</p> <p>NEW OWNERS(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input checked="" type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.</p> <p><u>Keshia Vaubrey</u> <u>8/29/13</u> DEPUTY ASSESSOR DATE</p> <p>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)</p> <p>NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.</p> <p>(3) OWNER(S) SIGNATURE</p> <p><u>Margaret C. Warner</u> PRINT NAME MARGARET C. WARNER</p>	<p>List all personal property (tangible and intangible) included in selling price.</p> <p>If claiming an exemption, list WAC number and reason for exemption:</p> <p>WAC No. (Section/Subsection) <u>WAC 458-61A-211 (2)(a)</u></p> <p>Reason for Exemption <u>TRANSFER FOR INTEREST IN LIMITED LIABILITY CO</u></p> <p>Type of Document <u>PERSONAL REPRESENTATIVE'S DEED</u></p> <p>Date of Document <u>AUGUST 13, 2013</u></p> <p>Gross Selling Price \$ <u>0.00</u></p> <p>*Personal Property (deduct) \$ <u>0.00</u></p> <p>Exemption Claimed (deduct) \$ <u>0.00</u></p> <p>Taxable Selling Price \$ <u>0.00</u></p> <p>Excise Tax : State \$ <u>0.00</u></p> <p><u>0.0025</u> Local \$ <u>0.00</u></p> <p>*Delinquent Interest Penalty \$ <u>0.00</u></p> <p>Local \$ <u>0.00</u></p> <p>*Delinquent Penalty \$ <u>0.00</u></p> <p>Subtotal \$ <u>0.00</u></p> <p>*State Technology Fee \$ <u>0.00</u></p> <p>*Affidavit Processing Fee \$ <u>5.00</u></p> <p>Total Due \$ <u>10.00</u></p> <p>A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS</p>
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8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of Grantor or Grantor's Agent: <u>Thomas M Geiger</u>	Signature of Grantee or Grantee's Agent: <u>Margaret C. Warner</u>
Name (Print): <u>Thomas M Geiger</u>	Name (Print): <u>MARGARET C. WARNER</u>
Date & city of signing: <u>08/12/2013 Spokane Washington</u>	Date & city of signing: <u>08/13/2013 Spokane</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001a inst. (2/28/13)

THIS SPACE - TREASURER'S USE ONLY  
PAID  
AUG 29 2013

KAREN ROOSEVELT  
GARFIELD COUNTY TREASURER

2417  
TUE

In Township 11 North, Range 41 E.W.M.

The West half, and the Northwest quarter of the Northeast quarter (Government Lot 2) of Section 1.  
That part of the South half of the Southeast quarter of Section 2, lying East of the County Road.  
The Northeast quarter of the Northwest quarter of Section 12.

EXCEPT beginning at a point 1181.40 feet East of the Northwest corner of the Southwest quarter of Section 1; thence South 528.00 feet; thence East 430.98 feet to the line of Hughes and Peters land; thence following said line North 03°47' west 177.54 feet; thence North 07°10' East 353.10 feet to the North line of said Southwest quarter; thence West on the line 462.00 feet to the place of beginning.

ALSO EXCEPT beginning at a point 920 feet West of the center of said Section 1; thence West on the South line of the Northwest quarter of said Section, 344 feet; thence North 18°10' (a reading of 71°48' is needed to make description come out right) East 403 feet; thence South 08°45' to the place of beginning.

In Township 12 North, Range 41 E.W.M.

The Southwest quarter of the Southwest quarter of the Southeast quarter of Section 36.

That part of the South half of the Southeast quarter and of the South half of the Southeast quarter of the Southwest quarter of said Section 36, lying South of the County Road, which is an extension of Hill Street in the City of Pomeroy.

That part of the East half of the Southwest quarter of said Section 36, lying South of the old O.W.R. & N.Co. railroad right of way, EXCEPT beginning at a point of intersection of the North-South centerline of said Section 36 with the Southerly right of way line of the Union Pacific Railroad Company (O.W.R. & N.Co.), said point being 1263.9 feet from the center of said Section 36; thence South 00°21' West along said centerline 300 feet; thence westerly 200 feet; thence North 01°21' East 338.7 feet to said southerly railroad right of way; thence southeasterly along said right of way line to the place of beginning.

EXCEPT public road rights of way.

Government Lot 1, South half of the Northeast quarter, the West half of the Southeast quarter, the West half of the East half of the Southeast quarter of Section 1, Township 11 North, Range 41 E.W.M.

That part of Section 6, Township 11 North, Range 42 E.W.M., more particularly described as follows:

Beginning at the Northwest corner of said Section 6, thence East on Section line 1613 feet; thence South 08°09' West 314.5 feet; thence South 81°51' East 180 feet; thence South 08°09' West 80 feet; thence South 81°51' East 12 feet; thence South 08°09' West 60 feet; thence South 81°51' East 8 feet; thence South 08°9' West 130 feet; thence North 81°51' West 15 feet; thence South 02°35' East 509 feet; thence South 81°51' East 50 feet to the center of County Road; South 08°09' West 210 feet; thence South 03°35' East 550 feet to the corner of the tract sold by C.G. Hitchcock et ux to Martin Schuster; thence South 18° West 896 feet to the South boundary line of the Northwest quarter of said Section 6; thence West on line 1520 feet to the Southwest corner of said quarter section; thence North 2730 feet to the point of beginning;

EXCEPT beginning at the point where the North line of Block 2 in Wilson's Addition to the City of Pomeroy intersects the North line of said Section 6; thence southwesterly on a line parallel with the West line of said Block 2 a distance of 120 feet; thence northwesterly on a line parallel to the North line of said Block 2; thence northwesterly 120 feet to the North line of said Block 2, thence southeasterly along the North line of said Block 2 to the place of beginning.

ALSO EXCEPT beginning at the Southeast corner of Lot 5 in Block 3 of Wilson's Addition to the City of Pomeroy, thence southwesterly parallel with a southerly projection of the East line of said Block 3 to a point 120 feet South of the North line of said Block 3; thence northwesterly on a line parallel to the North line said Block 3, thence Northwesterly on a line parallel to the North line of said Block 3 to a point on said line 120 feet Southwesterly of the North line of said Block 3 and 80 feet southeasterly of the intersection of the projection of the southerly line of said excepted tract with the southerly projection of the West line of said Block 3; thence northeasterly at right angles, parallel with the southerly projection of the West line of said Block 3 to the North line of said Section 6; thence East along said Section line to the place of beginning.

ALSO EXCEPT public road rights of way.

Tax Account Nos.	2-012-41-036-3010-0000
	2-011-42-006-2000-0000
	2-011-41-012-2000-0000
	2-011-41-002-4000-0000
	2-011-41-001-1000-0000
	1-070-36-005-1020-0000
	1-070-06-011-1070-0000
	2-011-41-001-3000-0000


## EXHIBIT "A"-LEGAL DESCRIPTION

**FILED**

**MAY 31 2013**

**THOMAS R. FALLQUIST  
SPOKANE COUNTY CLERK**

(Clerk's Date Stamp)

	
SUPERIOR COURT OF WASHINGTON, COUNTY OF SPOKANE	
ESTATE OF: <b>EVA F. GEIGER,</b> Deceased.	CASE NO. <b>13-4-00776-4</b> <b>LETTERS TESTAMENTARY</b> (LTRTS)

**I. BASIS**

- 1.1 The last will of the decedent(s), late of **SPOKANE COUNTY, WASHINGTON** was exhibited, proven and recorded in this court on: **May 31, 2013**
- 1.2 In that will: **JAMES J. GEIGER, THOMAS M. GEIGER, MARY G. SYNSTEBY AND DANIEL A. GEIGER** is named personal representative.
- 1.3 The personal representative has qualified.

**II. AUTHORIZATION**

THIS CERTIFIES: **JAMES J. GEIGER, THOMAS M. GEIGER, MARY G. SYNSTEBY AND DANIEL A. GEIGER** is authorized by this court to execute the will of the above decedent according to law.

Dated: May 31, 2013

THOMAS R. FALLQUIST, SPOKANE COUNTY CLERK

By J. Evans,  
Deputy Clerk

(Seal)

**III. CERTIFICATE OF COPY**

State of Washington, )  
County of Spokane )

As clerk of the superior court of this county, I certify that the above is a true and correct copy of the Letters Testamentary in the above-named case which was entered of record on: **May 31, 2013**

I further certify that these letters are now in full force and effect.

Dated: **5/31/13**

THOMAS R. FALLQUIST, SPOKANE COUNTY CLERK

By   
Deputy Clerk

(Seal)



If multiple owners, list percentage of ownership next to name.

Street address of property: GARFIELD COUNTY, WASHINGTON

This property is located in      Garfield      County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

AN UNDIVIDED 1/3 INTEREST IN THE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Date & city of signing: 08/12/2013 Spokane

REV 84 0001a inst (2/28/13)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER

2418

KAREN ROOSEVELT  
GARFIELD COUNTY TREASURER

In Township 11 North, Range 41 E.W.M.

The West half, and the Northwest quarter of the Northeast quarter (Government Lot 2) of Section 1.

That part of the South half of the Southeast quarter of Section 2, lying East of the County Road.

The Northeast quarter of the Northwest quarter of Section 12.

EXCEPT beginning at a point 1181.40 feet East of the Northwest corner of the Southwest quarter of Section 1; thence South 528.00 feet; thence East 430.98 feet to the line of Hughes and Peters land; thence following said line North 03°47' West 177.54 feet; thence North 07°10' East 353.10 feet to the North line of said Southwest quarter; thence West on the line 462.00 feet to the place of beginning.

ALSO EXCEPT beginning at a point 920 feet West of the center of said Section 1; thence West on the South line of the Northwest quarter of said Section, 344 feet; thence North 18°10' (a reading of 71°48' is needed to make description come out right) East 403 feet; thence South 08°45' to the place of beginning.

In Township 12 North, Range 41 E.W.M.

The Southwest quarter of the Southwest quarter of the Southeast quarter of Section 36.

That part of the South half of the Southeast quarter and of the South half of the Southeast quarter of the Southwest quarter of said Section 36, lying South of the County Road, which is an extension of Hill Street in the City of Pomeroy.

That part of the East half of the Southwest quarter of said Section 36, lying South of the old O.W.R. & N.Co. railroad right of way, EXCEPT beginning at a point of intersection of the North-South centerline of said Section 36 with the Southerly right of way line of the Union Pacific Railroad Company (O.W.R. & N.Co.), said point being 1263.9 feet from the center of said Section 36; thence South 00°21' West along said centerline 300 feet; thence westerly 200 feet; thence North 01°21' East 338.7 feet to said southerly railroad right of way; thence southeasterly along said right of way line to the place of beginning.

EXCEPT public road rights of way.

Government Lot 1, South half of the Northeast quarter, the West half of the Southeast quarter, the West half of the East half of the Southeast quarter of Section 1, Township 11 North, Range 41 E.W.M.

That part of Section 6, Township 11 North, Range 42 E.W.M., more particularly described as follows:

Beginning at the Northwest corner of said Section 6, thence East on Section line 1613 feet; thence South 08°09' West 314.5 feet; thence South 81°51' East 180 feet; thence South 08°09' West 80 feet; thence South 81°51' East 12 feet; thence South 08°09' West 60 feet; thence South 81°51' East 8 feet; thence South 08°9' West 130 feet; thence North 81°51' West 15 feet; thence South 02°35' East 509 feet; thence South 81°51' East 50 feet to the center of County Road; South 08°09' West 210 feet; thence South 03°35' East 550 feet to the corner of the tract sold by C.G. Hitchcock et ux to Martin Schuster; thence South 18° West 896 feet to the South boundary line of the Northwest quarter of said Section 6; thence West on line 1520 feet to the Southwest corner of said quarter section; thence North 2730 feet to the point of beginning;

EXCEPT beginning at the point where the North line of Block 2 in Wilson's Addition to the City of Pomeroy intersects the North line of said Section 6; thence southwesterly on a line parallel with the West line of said Block 2 a distance of 120 feet; thence northwesterly on a line parallel to the North line of said Block 2; thence northwesterly 120 feet to the North line of said Block 2, thence southeasterly along the North line of said Block 2 to the place of beginning.

ALSO EXCEPT beginning at the Southeast corner of Lot 5 in Block 3 of Wilson's Addition to the City of Pomeroy, thence southwesterly parallel with a southerly projection of the East line of said Block 3 to a point 120 feet South of the North line of said Block 3; thence northwesterly on a line parallel to the North line said Block 3, thence Northwesterly on a line parallel to the North line of said Block 3 to a point on said line 120 feet Southwesterly of the North line of said Block 3 and 80 feet southeasterly of the intersection of the projection of the southerly line of said excepted tract with the southerly projection of the West line of said Block 3; thence northeasterly at right angles, parallel with the southerly projection of the West line of said Block 3 to the North line of said Section 6; thence East along said Section line to the place of beginning.

ALSO EXCEPT public road rights of way.

Tax Account Nos.	2-012-41-036-3010-0000
	2-011-42-006-2000-0000
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	2-011-41-002-4000-0000
	2-011-41-001-1000-0000
	1-070-36-005-1020-0000
	1-070-06-011-1070-0000
	2-011-41-001-3000

## EXHIBIT "A"-LEGAL DESCRIPTION

CERTIFIED

REC'D & FILED  
OFFICE OF CO. CLERK  
ASOTIN COUNTY WA  
FEB 12 2003  
CLERK DEPUTY

SUPERIOR COURT OF WASHINGTON FOR ASOTIN COUNTY

In the Matter of the Estate of:     )  
  )  
CECYL L. GEIGER,                     )  
                                  Deceased.     )

No. **03-4 00007 1**  
LETTERS TESTAMENTARY

I. BASIS.

1.1 The Last Will of Decedent, late of: Asotin County, Washington, with property in Asotin County, Washington was exhibited, proven and recorded in this Court on: February 12, 2003.

1.2 In his Will: MARGARET C. WARNER is named as Personal Representative.

1.3. The Personal Representative has qualified.

II. AUTHORIZATION.

THIS CERTIFIES: MARGARET C. WARNER is authorized by this Court to execute the Will of the above named Decedent according to law.

DATED: February 12, 2003.

[SEAL]

LINDA HOUGH  
Clerk

By: /s/ HEATHER HUNT  
Deputy Clerk

III. CERTIFICATE OF COPY.

STATE OF WASHINGTON     )  
                                  ) ss.  
County of Asotin         )

As Clerk of the Superior Court of this County, I certify that the above is a true and correct copy of the Letters

LETTERS TESTAMENTARY 1.

Testamentary in the above-named case which was entered of record on February 12, 2003.

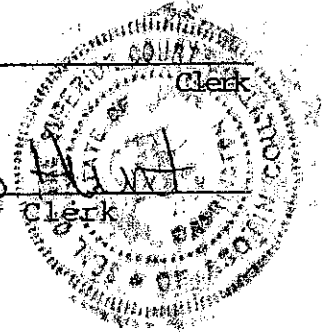
I further certify that these letters are now in full force and effect.

DATED: February 12, 2003. LINDA HOUGH

[Seal]

By: Heather Hunt

Deputy Clerk



**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**  
(See back of last page for instructions)

If multiple owners, list percentage of ownership next to name.


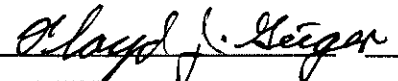
Street address of property: GARFIELD COUNTY, WASHINGTON

This property is located in Garfield County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

AN UNDIVIDED 1/3 INTEREST IN THE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

5	7
Select Land Use Code(s): <u>94 - Open space land classified under chapter 84.34 RCW</u>	List all personal property (tangible and intangible) included in selling price.      
enter any additional codes: _____ (See back of last page for instructions)	
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	YES NO <input type="checkbox"/> <input checked="" type="checkbox"/>
Is this property designated as forest land per chapter 84.33 RCW?	YES NO <input type="checkbox"/> <input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm, and agricultural, or timber) land per chapter 84.34?	<input checked="" type="checkbox"/> <input type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/> <input checked="" type="checkbox"/>
If any answers are yes, complete as instructed below.	
(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)	
NEW OWNERS(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input checked="" type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.	
 DEPUTY ASSESSOR	<u>8/29/13</u> DATE
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)	
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.	
(3) OWNER(S) SIGNATURE	
 PRINT NAME <u>FLOYD J. GEIGER</u>	

7
List all personal property (tangible and intangible) included in selling price.      
If claiming an exemption, list WAC number and reason for exemption:
WAC No. (Section/Subsection) <u>WAC 458-61A-211 (2)(a)</u>
Reason for Exemption <u>TRANSFER FOR INTEREST IN LIMITED LIABILITY CO</u>
Type of Document <u>QUIT CLAIM DEED</u>
Date of Document <u>AUGUST 13, 2013</u>
Gross Selling Price \$ <u>0.00</u>
*Personal Property (deduct) \$ <u>0.00</u>
Exemption Claimed (deduct) \$ <u>0.00</u>
Taxable Selling Price \$ <u>0.00</u>
Excise Tax : State \$ <u>0.00</u>
<div>0.0025</div> Local \$ <u>0.00</u>
*Delinquent Interest Penalty \$ _____
Local \$ _____
*Delinquent Penalty \$ _____
Subtotal \$ <u>0.00</u>
*State Technology Fee \$ <u>5.00</u>
*Affidavit Processing Fee \$ <u>5.00</u>
Total Due \$ <u>10.00</u>
A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of  
Grantor or Grantor's Agent

Signature of  
Grantee or Grantee's Agent:

Name (Print): \_\_\_\_\_

Name (Print):

Date & city of signing: 08/23/2013

Date &amp; city of signing: 08/13 /2013

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001a inst. (2/28/13)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER

PAID  
AUG 29 2013

KAREN ROOSEVELT  
GARFIELD COUNTY TREASURER

2419 *the*

In Township 11 North, Range 41 E.W.M.

The West half, and the Northwest quarter of the Northeast quarter (Government Lot 2) of Section 1.

That part of the South half of the Southeast quarter of Section 2, lying East of the County Road.

The Northeast quarter of the Northwest quarter of Section 12.

EXCEPT beginning at a point 1181.40 feet East of the Northwest corner of the Southwest quarter of Section 1; thence South 528.00 feet; thence East 430.98 feet to the line of Hughes and Peters land; thence following said line North 03°47' West 177.54 feet; thence North 07°10' East 353.10 feet to the North line of said Southwest quarter; thence West on the line 462.00 feet to the place of beginning.

ALSO EXCEPT beginning at a point 920 feet West of the center of said Section 1; thence West on the South line of the Northwest quarter of said Section, 344 feet; thence North 18°10' (a reading of 71°48' is needed to make description come out right) East 403 feet; thence South 08°45' to the place of beginning.

In Township 12 North, Range 41 E.W.M.

The Southwest quarter of the Southwest quarter of the Southeast quarter of Section 36.

That part of the South half of the Southeast quarter and of the South half of the Southeast quarter of the Southwest quarter of said Section 36, lying South of the County Road, which is an extension of Hill Street in the City of Pomeroy.

That part of the East half of the Southwest quarter of said Section 36, lying South of the old O.W.R. & N.Co. railroad right of way, EXCEPT beginning at a point of intersection of the North-South centerline of said Section 36 with the Southerly right of way line of the Union Pacific Railroad Company (O.W.R. & N.Co.), said point being 1263.9 feet from the center of said Section 36; thence South 00°21' West along said centerline 300 feet; thence westerly 200 feet; thence North 01°21' East 338.7 feet to said southerly railroad right of way; thence southeasterly along said right of way line to the place of beginning.

EXCEPT public road rights of way.

Government Lot 1, South half of the Northeast quarter, the West half of the Southeast quarter, the West half of the East half of the Southeast quarter of Section 1, Township 11 North, Range 41 E.W.M.

That part of Section 6, Township 11 North, Range 42 E.W.M., more particularly described as follows:

Beginning at the Northwest corner of said Section 6, thence East on Section line 1613 feet; thence South 08°09' West 314.5 feet; thence South 81°51' East 180 feet; thence South 08°09' West 80 feet; thence South 81°51' East 12 feet; thence South 08°09' West 60 feet; thence South 81°51' East 8 feet; thence South 08°9' West 130 feet; thence North 81°51' West 15 feet; thence South 02°35' East 509 feet; thence South 81°51' East 50 feet to the center of County Road; South 08°09' West 210 feet; thence South 03°35' East 550 feet to the corner of the tract sold by C.G. Hitchcock et ux to Martin Schuster; thence South 18° West 896 feet to the South boundary line of the Northwest quarter of said Section 6; thence West on line 1520 feet to the Southwest corner of said quarter section; thence North 2730 feet to the point of beginning;

EXCEPT beginning at the point where the North line of Block 2 in Wilson's Addition to the City of Pomeroy intersects the North line of said Section 6; thence southwesterly on a line parallel with the West line of said Block 2 a distance of 120 feet; thence northwesterly on a line parallel to the North line of said Block 2; thence northwesterly 120 feet to the North line of said Block 2, thence southeasterly along the North line of said Block 2 to the place of beginning.

ALSO EXCEPT beginning at the Southeast corner of Lot 5 in Block 3 of Wilson's Addition to the City of Pomeroy, thence southwesterly parallel with a southerly projection of the East line of said Block 3 to a point 120 feet South of the North line of said Block 3; thence northwesterly on a line parallel to the North line said Block 3, thence Northwesterly on a line parallel to the North line of said Block 3 to a point on said line 120 feet Southwesterly of the North line of said Block 3 and 80 feet southeasterly of the intersection of the projection of the southerly line of said excepted tract with the southerly projection of the West line of said Block 3; thence northeasterly at right angles, parallel with the southerly projection of the West line of said Block 3 to the North line of said Section 6; thence East along said Section line to the place of beginning.

ALSO EXCEPT public road rights of way.

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	2-011-41-002-4000-0000
	2-011-41-001-1000-0000
	1-070-36-005-1020-0000
	1-070-06-011-1070-0000
	2-011-41-001-3000

#### EXHIBIT "A"-LEGAL DESCRIPTION

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED  
(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name	FLOYD J. GEIGER	2 BUYER GRANTEE	Name	GEIGER BROTHERS, LLC
	Mailing Address	6716 W GREENWOOD BLVD		Mailing Address	516 W. SHARP AVE
	City/State/Zip	SPOKANE WA 99208		City/State/Zip	SPOKANE, WA 99201
	Phone No.(including area code)	509 881-4906		Phone No.(including area code)	509 328-7983
3		Send all property tax correspondence to:		<input checked="" type="checkbox"/> Same as Buyer/Grantee	
Name				List all real and personal property tax parcel account numbers - check box if personal property	
Mailing Address				2-012-41-036-3010-0000	
City/State/Zip				2-011-42-006-2000-0000 <input type="checkbox"/>	
Phone No.(including area code)				2-011-41-012-2000-0000	
				2-011-41-002-4000-0000 <input type="checkbox"/>	
				2-011-41-001-1000-0000	
				1-070-36-005-1020-0000 <input type="checkbox"/>	
				1-070-06-011-1070-0000 <input type="checkbox"/>	
				2-011-41-001-3000	
4		Street address of property:		GARFIELD COUNTY, WASHINGTON	

This property is located in Garfield COUNTY

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

AN UNDIVIDED 1/3 INTEREST IN THE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

5	Select Land Use Code(s): 94 - Open space land classified under chapter 84.34 RCW  enter any additional codes: (See back of last page for instructions)	7	List all personal property (tangible and intangible) included in selling price.
6	Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  Is this property classified as current use (open space, farm, and agricultural, or timber) land per chapter 84.34? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  If any answers are yes, complete as instructed below.  (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)  NEW OWNERS(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input checked="" type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.  <i>Kashia D. Smith</i> DEPUTY ASSESSOR  8/29/13 DATE  (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)  NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.  (3) OWNER(S) SIGNATURE  <i>Margaret Warner</i> PRINT NAME MARGARET WARNER Mgr.	If claiming an exemption, list WAC number and reason for exemption:  WAC No. (Section/Subsection) WAC 458-61A-211 (2)(a) Reason for Exemption TRANSFER FOR INTEREST IN LLC  Type of Document QUIT CLAIM DEED Date of Document AUGUST 13, 2013  Gross Selling Price \$ 0.00 *Personal Property (deduct) \$ 0.00 Exemption Claimed (deduct) \$ 0.00 Taxable Selling Price \$ 0.00 Excise Tax : State \$ 0.00 0.0025 Local \$ 0.00 *Delinquent Interest Penalty \$ Local \$ *Delinquent Penalty \$ Subtotal \$ 0.00 *State Technology Fee \$ 5.00 *Affidavit Processing Fee \$ 5.00 Total Due \$ 10.00  A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS	

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of Grantor or Grantor's Agent: <i>Floyd J. Geiger</i>	Signature of Grantee or Grantee's Agent: <i>Margaret C. Warner Mgr.</i>
Name (Print): FLOYD J. GEIGER	Name (Print): MARGARET C. WARNER
Date & city of signing: 08/13/2013 Spokane	Date & city of signing: 08/13/2013 SPOKANE

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001a inst. (2/28/13)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER

PAID  
AUG 29 2013

KAREN ROOSEVELT  
GARFIELD COUNTY TREASURER

2420 *me*

In Township 11 North, Range 41 E.W.M.

The west half, and the Northwest quarter of the Northeast quarter (Government Lot 2) of Section 1.

That part of the South half of the Southeast quarter of Section 2, lying East of the County Road.

The Northeast quarter of the Northwest quarter of Section 12.

EXCEPT beginning at a point 1181.40 feet East of the Northwest corner of the Southwest quarter of Section 1; thence South 528.00 feet; thence East 430.98 feet to the line of Hughes and Peters land; thence following said line North 03°47' West 177.54 feet; thence North 07°10' East 353.10 feet to the North line of said Southwest quarter; thence West on the line 462.00 feet to the place of beginning.

ALSO EXCEPT beginning at a point 920 feet West of the center of said Section 1; thence West on the South line of the Northwest quarter of said Section, 344 feet; thence North 18°10' (a reading of 71°48' is needed to make description come out right) East 403 feet; thence South 08°45' to the place of beginning.

In Township 12 North, Range 41 E.W.M.

The Southwest quarter of the Southwest quarter of the Southeast quarter of Section 36.

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EXCEPT public road rights of way.

Government Lot 1, South half of the Northeast quarter, the West half of the Southeast quarter, the West half of the East half of the Southeast quarter of Section 1, Township 11 North, Range 41 E.W.M.

That part of Section 6, Township 11 North, Range 42 E.W.M., more particularly described as follows:

Beginning at the Northwest corner of said Section 6, thence East on Section line 1613 feet; thence South 08°09' West 314.5 feet; thence South 81°51' East 180 feet; thence South 08°09' West 80 feet; thence South 81°51' East 12 feet; thence South 08°09' West 60 feet; thence South 81°51' East 8 feet; thence South 08°9' West 130 feet; thence North 81°51' West 15 feet; thence South 02°35' East 509 feet; thence South 81°51' East 50 feet to the center of County Road; South 08°09' West 210 feet; thence South 03°35' East 550 feet to the corner of the tract sold by C.G. Hitchcock et ux to Martin Schuster; thence South 18° West 896 feet to the South boundary line of the Northwest quarter of said Section 6; thence West on line 1520 feet to the Southwest corner of said quarter section; thence North 2730 feet to the point of beginning;

EXCEPT beginning at the point where the North line of Block 2 in Wilson's Addition to the City of Pomeroy intersects the North line of said Section 6; thence southwesterly on a line parallel with the West line of said Block 2 a distance of 120 feet; thence northwesterly on a line parallel to the North line of said Block 2; thence northwesterly 120 feet to the North line of said Block 2, thence southeasterly along the North line of said Block 2 to the place of beginning.

ALSO EXCEPT beginning at the Southeast corner of Lot 5 in Block 3 of Wilson's Addition to the City of Pomeroy, thence southwesterly parallel with a southerly projection of the East line of said Block 3 to a point 120 feet South of the North line of said Block 3; thence northwesterly on a line parallel to the North line said Block 3, thence Northwesterly on a line parallel to the North line of said Block 3 to a point on said line 120 feet Southwesterly of the North line of said Block 3 and 80 feet southeasterly of the intersection of the projection of the southerly line of said excepted tract with the southerly projection of the West line of said Block 3; thence northeasterly at right angles, parallel with the southerly projection of the West line of said Block 3 to the North line of said Section 6; thence East along said Section line to the place of beginning.

ALSO EXCEPT public road rights of way.

Tax Account Nos.      2-012-41-036-3010-0000  
                             2-011-42-006-2000-0000  
                             2-011-41-012-2000-0000  
                             2-011-41-002-4000-0000  
                             2-011-41-001-1000-0000  
                             1-070-36-005-1020-0000  
                             1-070-06-011-1070-0000  
                             2-011-41-001-3000

#### EXHIBIT "A"-LEGAL DESCRIPTION



# STATE OF WASHINGTON DEPARTMENT OF HEALTH

TYPE OR PRINT IN PERMANENT BLACK INK

1944

LOCAL FILE NUMBER

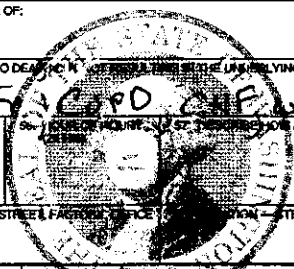


## CERTIFICATE OF DEATH

146

STATE FILE NUMBER

1. NAME First Middle Last <b>Shirley Jane GEIGER</b>				2. SEX (M / F) <b>F</b>		3. DEATH DATE (Mo, Day, Yr) <b>June 7, 2002</b>	
4. AGE LAST BIRTHDAY (Yrs) <b>79</b>		5. UNDER 1 YEAR MOS DAYS <b>79</b>		6. UNDER 1 DAY HOURS MINS <b>79</b>		7. BIRTHDATE (Mo, Day, Yr) <b>Nov 19, 1922</b>	
8. BIRTHPLACE (City, State or Foreign Country) <b>Nokomis, IL</b>				9. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes / No) <b>Yes</b>		10. COUNTY OF DEATH <b>Spokane</b>	
11. CITY, TOWN OR LOCATION OF DEATH <b>Spokane</b>				12. PLACE OF DEATH — BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME <input checked="" type="checkbox"/> HOME <input type="checkbox"/> IN TRANSPORT <input type="checkbox"/> EMERG. RM/OUT PTN <input type="checkbox"/> HOSP. <input type="checkbox"/> NUR HOME <input type="checkbox"/> OTHER PLACE <b>6716 N. Greenwood Blvd.</b>			
13. SMOKING IN LAST 15 YEARS? (Yes / No) <b>No</b>							
14. MARITAL STATUS — Married, Never married, Widowed, Divorced (Specify) <b>Married</b>		15. SURVIVING SPOUSE (If wife, give maiden name) <b>Floyd Joe Geiger</b>		16. SOCIAL SECURITY NO. <b>351-14-3464</b>		17. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) College (1-4 or 5+) <b>4</b>	
18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) <b>Registered Nurse</b>		19. KIND OF BUSINESS OR INDUSTRY <b>Medical-Hospital</b>		20. Was Decedent of Hispanic origin or descent? (Ancestry) (Specify Yes or No. If Yes, specify Cuban, Mexican, Puerto Rican, etc.) <b>No</b>		21. RACE (Specify) <b>White</b>	
22. RESIDENCE — NUMBER AND STREET <b>6716 N. Greenwood Blvd.</b>		23. CITY/TOWN, OR LOCATION <b>Spokane</b>		24. INSIDE CITY LIMITS? (Yes / No) <b>Yes</b>		25. COUNTY <b>Spokane</b>	
26. LENGTH OF RES. IN CO. <b>24 Yrs</b>		27. STATE <b>WA</b>		28. ZIP CODE <b>99208</b>			
29. FATHER'S NAME — FIRST, MIDDLE, LAST <b>David Baird</b>				30. MOTHER'S NAME — FIRST, MIDDLE, MAIDEN SURNAME <b>Frances Evans</b>			
31. INFORMANT — NAME <b>Floyd J. Geiger</b>		32. MAILING ADDRESS STREET OR RFD NO. CITY OR TOWN STATE ZIP <b>6716 N. Greenwood Blvd. Spokane WA 99208</b>					
33. BURIAL, CREMATION, REMOVAL, OTHER (Specify) <b>Burial</b>		34. DATE (Mo, Day, Yr) <b>June 12, 2002</b>		35. CEMETERY/CREMATORY — NAME <b>Catholic Cemetery</b>		36. LOCATION — CITY/TOWN, STATE <b>Pomeroy, WA.</b>	
37. FUNERAL DIRECTOR SIGNATURE <i>W. J. Anderson</i>		38. NAME OF FACILITY <b>Heritage Funeral Home</b>		39. ADDRESS OF FACILITY <b>N. 508 Govt Way Spokane, WA. 99224</b>			
40. TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN 39. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE <i>J. R. Lochner MD</i> <b>X</b>				41. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE <b>X</b>			
42. DATE SIGNED (Mo., Day, Yr) <b>6/7/02</b>		43. HOUR OF DEATH (24 Hrs.) <b>0540</b>		44. DATE SIGNED (Mo., Day, Yr)		45. HOUR OF DEATH (24 Hrs.)	
46. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		47. PRONOUNCED DEAD (Mo., Day, Yr)		48. HOUR PRONOUNCED DEAD (24 Hrs.)		49. MEDICORNER FILE NUMBER	
49. NAME AND ADDRESS OF CERTIFIER — PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) <b>Jerrel R. Lochner, M.D. 318 E. Rowan #240, Spokane, WA. 99207</b>							
50. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH: IMMEDIATE CAUSE (Final disease or condition resulting in death). DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST. A. <i>Rheumatoid Arthritis</i> B. <i>Due to, or as a consequence of:</i> C. <i>Due to, or as a consequence of:</i> D. <i>Due to, or as a consequence of:</i>							
51. OTHER SIGNIFICANT CONDITIONS — CONDITIONS CONTRIBUTING TO DEATH (Do not include conditions included in the underlying cause given above): <i>Esophageal Dysperistalsis</i>							
52. ACCIDENT, SUICIDE, HOMICIDE, OR PENDING INVEST. (Specify) <b>NO</b>		53. INJURY DATE (Mo, Day, Yr) <b>NO</b>		54. INJURY PLACE (Specify) <b>NO</b>		55. INJURY STREET OR RFD NO., CITY/TOWN, STATE	
56. RECORD AMENDMENT (Registrar use only) ITEM DOCUMENTARY EVIDENCE REVIEWED BY DATE		57. SIGNATURE <i>Maren Thorsen</i>		58. DATE RECEIVED (Mo., Day, Yr) <b>JUN 11 2002</b>			





4746522  
Page: 1 of 3  
07/05/2002 04:03P  
Spokane Co, WA

WHEN RECORDED RETURN TO:

Name: THOMAS M. GEIGER, ATTORNEY  
Address: 516 W. SHARP AVE.  
City, State, Zip SPOKANE WA 99201

7299

Recorded 7-18-02 at 1:45PM

Request of Floyd Geiger

Donna Deal Garfield County Auditor

By Jana Kelle Deputy 21.00



PIONEER TITLE COMPANY

DOCUMENT TITLE(S)

1. AGREEMENT AS TO STATUS OF COMMUNITY PROPERTY AT THE DEATH OF ONE OF THE SPOUSES.
- 2.
- 3.
- 4.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional numbers on page of document

GRANTOR(S)

1. FLOYD J. GEIGER AND SHIRLEY B. GEIGER
- 2.
- 3.

☐ Additional names on page of document

GRANTEE(S)

1. FLOYD J. GEIGER AND SHIRLEY B. GEIGER
- 2.
- 3.

☐ Additional names on page of document

LEGAL DESCRIPTION

Lot-Unit: Block: Volume: Page:  
Section: Township: Range:  
Plat Name:

☐ Additional legal description is on page of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S)

☐ Additional legal description is on page of document

The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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Page: 2 of 3  
07/05/2002 04:03P  
Spokane Co. WA

7299

AGREEMENT AS TO STATUS OF COMMUNITY PROPERTY  
AT THE DEATH OF ONE OF THE SPOUSES

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this 3rd day of July, 2001, by and between FLOYD J. GEIGER and SHIRLEY B. GEIGER, husband and wife, of Spokane, Spokane County, Washington:

In consideration of the love and affection that each of said parties has for the other, and in consideration of the mutual benefits to be derived by the parties hereto, it is hereby agreed, covenanted and promised:

I.

That all property of whatsoever nature or description whether real, personal or mixed and wheresoever situated now owned or hereafter acquired by them or either of them shall be considered at the death of the first of them to be community property;

II.

That upon the death of either of the aforementioned parties, title to all community property as herein defined shall immediately vest in fee simple in the survivor between them, PROVIDED said survivor lives for at least thirty (30) days from the date of the deceased spouse's death.

III.

In the event that either of the aforementioned parties shall be declared a legal incompetent, or either should become unable to provide for himself or herself because of illness or incompetence, it is hereby agreed that either of the aforementioned parties may unilaterally revoke this Agreement as to Status of Community Property at the Death of One of the Spouses, without the permission of the other party, who it is presumed shall be unable to consent at such time, through the



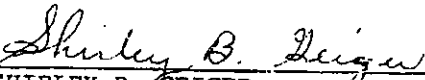
4746522  
Page: 3 of 3  
07/05/2002 04:03P  
Spokane Co, WA

7299

execution of a document which complies with the legal requisites for the execution of a deed to transfer title to real property.

IN WITNESS WHEREOF, the said FLOYD J. GEIGER and SHIRLEY B. GEIGER have hereunto set their hands and seals the date and year first above written.

  
FLOYD J. GEIGER


  
SHIRLEY B. GEIGER

STATE OF WASHINGTON )  
County of Spokane ) ss.

On this day personally appeared before me, FLOYD J. GEIGER and SHIRLEY B. GEIGER, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of July, 2001.



  
NOTARY PUBLIC in and for the State of  
WASHINGTON, residing at Spokane.  
Commission Expires: 1/1/2002.

**This form is your receipt  
when stamped by cashier.**

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

4 Street address of property: \_\_\_\_\_

This property is located in Garfield County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

**SEE LEGAL DESCRIPTION IN "EXHIBIT A" ATTACHED HERETO.**

<p><b>5</b> Select Land Use Code(s):  <div style="border: 1px solid black; padding: 2px;">45 - Highway and street right of way</div>         enter any additional codes: _____          (See back of last page for instructions)</p> <p style="text-align: right;">YES    NO</p> <p>Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?    <input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p><b>7</b> List all personal property (tangible and intangible) included in selling price.</p>																										
<p><b>6</b></p> <p style="text-align: right;">YES    NO</p> <p>Is this property designated as forest land per chapter 84.33 RCW?    <input type="checkbox"/>    <input checked="" type="checkbox"/></p> <p>Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?    <input type="checkbox"/>    <input checked="" type="checkbox"/></p> <p>Is this property receiving special valuation as historical property per chapter 84.26 RCW?    <input type="checkbox"/>    <input checked="" type="checkbox"/></p> <p>If any answers are yes, complete as instructed below.</p> <p><b>(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)</b>          NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, <b>you must sign on (3) below.</b> The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.</p> <p>This land    <input type="checkbox"/> does    <input type="checkbox"/> does not qualify for continuance.</p>	<p>If claiming an exemption, list WAC number and reason for exemption:</p> <p>WAC No. (Section/Subsection) <u>458-61A-201 (B)(1)</u></p> <p>Reason for exemption GIFT</p>																										
<p>DEPUTY ASSESSOR _____ DATE _____</p> <p><b>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)</b>          NEW OWNER(S): To continue special valuation as historic property, <b>sign (3) below.</b> If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.</p> <p><b>(3) OWNER(S) SIGNATURE</b></p> <p>_____</p> <p style="text-align: center;">PRINT NAME</p>	<p>Type of Document <u>QUIT CLAIM</u></p> <p>Date of Document <u>3-4-13</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Gross Selling Price \$</td> <td style="width: 20%; text-align: right;">0.00</td> </tr> <tr> <td>*Personal Property (deduct) \$</td> <td></td> </tr> <tr> <td>Exemption Claimed (deduct) \$</td> <td></td> </tr> <tr> <td>Taxable Selling Price \$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Excise Tax : State \$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><div style="border: 1px solid black; padding: 2px; display: inline-block;">0.0025</div> Local \$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>*Delinquent Interest: State \$</td> <td></td> </tr> <tr> <td>Local \$</td> <td></td> </tr> <tr> <td>*Delinquent Penalty \$</td> <td></td> </tr> <tr> <td>Subtotal \$</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>*State Technology Fee \$</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>*Affidavit Processing Fee \$</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>Total Due \$</td> <td style="text-align: right;">10.00</td> </tr> </table> <p style="text-align: center;"><b>A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX</b>          *SEE INSTRUCTIONS</p>	Gross Selling Price \$	0.00	*Personal Property (deduct) \$		Exemption Claimed (deduct) \$		Taxable Selling Price \$	0.00	Excise Tax : State \$	0.00	<div style="border: 1px solid black; padding: 2px; display: inline-block;">0.0025</div> Local \$	0.00	*Delinquent Interest: State \$		Local \$		*Delinquent Penalty \$		Subtotal \$	0.00	*State Technology Fee \$	5.00	*Affidavit Processing Fee \$	5.00	Total Due \$	10.00
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Subtotal \$	0.00																										
*State Technology Fee \$	5.00																										
*Affidavit Processing Fee \$	5.00																										
Total Due \$	10.00																										

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Robert K Johnson</u>	Signature of Grantee or Grantee's Agent <u>Kent C Flynn</u>
Name (print) <u>Robert K. Johnson</u>	Name (print) <u>Kent C. Flynn</u>
Date & city of signing: <u>march 4, 2013</u>	Date & city of signing: <u>04/11/13 Pomona</u>

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

PAID  
SEP 05 2013

SEP 05 2013

**KAREN ROOSEVELT**  
**FIELD COUNTY TREASURER**

2421

1 me

**REAL ESTATE EXCISE TAX**  
**SUPPLEMENTAL STATEMENT**  
(WAC 458-61A-304)

This form must be submitted with the Real Estate Excise Tax Affidavit (FORM REV 84 0001A) for claims of tax exemption as provided below. Completion of this form is required for the types of real property transfers listed in numbers 1-3 below. Only the first page of this form needs original signatures.

**AUDIT:** Information you provide on this form is subject to audit by the Department of Revenue. In the event of an audit, it is the taxpayers' responsibility to provide documentations to support the selling price or any exemption claimed. This documentation must be maintained for a minimum of four years from date of sale. (RCW 82.45.100) Failure to provide supporting documentation when requested may result in the assessment of tax, penalties, and interest. Any filing that is determined to be fraudulent will carry a 50% evasion penalty in addition to any other accrued penalties or interest when the tax is assessed.

**PERJURY:** Perjury is a class C felony which is punishable by imprisonment in a state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

The persons signing below do hereby declare under penalty of perjury that the following is true (check appropriate statement):

1. ☐ **DATE OF SALE:** (WAC 458-61A-306(2))

I, (print name) \_\_\_\_\_, certify that the \_\_\_\_\_  
(type of instrument), dated \_\_\_\_\_, was delivered to me in escrow by \_\_\_\_\_  
(seller's name). **NOTE:** Attorney, escrow agent, title company agent, or title insurance company agent named here must sign below and indicate name of firm. The payment of the tax is considered current if it is not more than 90 days beyond the date shown on the instrument. If it is past 90 days, interest and penalties apply to the date of the instrument.

2. **GIFTS:** (WAC 458-61A-201) The gift of equity is non-taxable; however, any consideration received is not a gift and is taxable. One of the boxes below must be checked. Both Grantor (seller) and Grantee (buyer) must sign below.

**NOTE:** Examples of different transfer types are provided on the back. This is to assist you with correctly completing this form and paying your tax.

"Consideration" means money or anything of value, either tangible (boats, motor homes, etc) or intangible, paid or delivered, or contracted to be paid or delivered, including performance of services, in return for the transfer of real property. The term includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance, given to secure the purchase price, or any part thereof, or remaining unpaid on the property at the time of sale. "Consideration" includes the assumption of an underlying debt on the property by the buyer at the time of transfer.

**A: Gifts with consideration**

1. ☐ Grantor (seller) has made and will continue to make all payments after this transfer on the total debt of \$ \_\_\_\_\_ and has received from the grantee (buyer) \$ \_\_\_\_\_  
(include in this figure the value of any items received in exchange for property) towards the equity. Any payment towards equity is taxable.
2. ☐ Grantee (buyer) will make payments on total debt of \$ \_\_\_\_\_ for which grantor (seller) is liable and pay grantor (seller) \$ \_\_\_\_\_ (include in this figure the value of any items received in exchange for property) towards the equity. Total of debt relief and equity payment are taxable.

**B: Gifts without consideration**

1. ☒ There is no debt on the property; Grantor (seller) has not received any consideration towards equity. No tax is due.
2. ☐ Grantor (seller) has made and will continue to make 100% of payments on total debt of \_\_\_\_\_ and has not received any consideration towards equity. No tax is due.
3. ☐ Grantee (buyer) has made and will continue to make 100% of payments on existing debt and has not paid grantor (seller) any consideration towards equity. No tax is due.
4. ☐ Grantor (seller) and grantee (buyer) have made and will continue to make payments from joint account on existing debt before and after the transfer. Grantee (buyer) has not paid grantor (seller) any consideration towards equity. No tax is due.

Has there been or will there be a refinance of the debt? ☐ YES ☐ NO

If grantor (seller) was on title as co-signor only, please see WAC 458-61A-215 for exemption requirements.

The undersigned acknowledges this transaction may be subject to audit and have read the above information regarding record-keeping requirements and evasion penalties.

☒ \_\_\_\_\_ Grantor's Signature ☒ \_\_\_\_\_ Grantee's Signature ☒ \_\_\_\_\_

3. ☐ **IRS "TAX DEFERRED" EXCHANGE** (WAC 458-61A-213)

I, (print name) \_\_\_\_\_, certify that I am acting as an Exchange Facilitator in transferring real property to \_\_\_\_\_ pursuant to IRC Section 1031, and in accordance with WAC 458-61A213.

**NOTE:** Exchange Facilitator must sign below.

\_\_\_\_\_  
Exchange Facilitator's Signature

# Exhibit A

## LEGAL DESCRIPTION

FLYNN

That part of the SE1/4SW1/4 of Section 8, Township 11 North, Range 42 East, W.M., Garfield County, Washington, more particularly described as follows:

Beginning at a point whose Northing is 418845.687 and whose Easting is 2376445.422, said point lying S 88° 33' 42" E, 336.20 feet from P.T. Station 50+35.90 on the centerline of Peola Road Reconstruction Project No. STPR-C121(001), said point being the TRUE POINT OF BEGINNING;

Thence bearing N 86° 19' 08" E a distance of 498.88 feet;  
Thence along a curve to the right, having a radius of 900.00 feet, a delta angle of 17° 22' 15", an arc length of 272.86 feet, and whose long chord bears S 84° 59' 45" E for a distance of 271.81 feet;  
Thence bearing S 10° 37' 31" W a distance of 18.74 feet;  
Thence along a curve to the left, having a radius of 435.51 feet, a delta angle of 22° 03' 17", an arc length of 167.64 feet, and whose long chord bears S 89° 35' 53" W for a distance of 166.61 feet;  
Thence bearing S 78° 34' 14" W a distance of 205.04 feet;  
Thence along a curve to the right, having a radius of 1195.04 feet, a delta angle of 6° 32' 11", an arc length of 136.33 feet, and whose long chord bears S 81° 51' 01" W for a distance of 136.26 feet;  
Thence bearing S 4° 05' 18" E a distance of 40.00 feet;  
Thence along a curve to the right, having a radius of 1235.04 feet, a delta angle of 9° 35' 55", an arc length of 206.90 feet, and whose long chord bears S 89° 56' 36" W for a distance of 206.66 feet;  
Thence bearing N 6° 41' 26" E a distance of 40.02 feet;  
Thence along a curve to the right, having a radius of 1195.04 feet, a delta angle of 2° 58' 59", an arc length of 62.22 feet, and whose long chord bears N 83° 49' 52" W for a distance of 62.21 feet;  
Thence bearing N 1° 31' 12" W a distance of 64.90 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 1.34 acres more or less.

And,

## LEGAL DESCRIPTION

FLYNN

That part of the SE1/4SW1/4 of Section 8, Township 11 North, Range 42 East, W.M., Garfield County, Washington, more particularly described as follows:

Beginning at a point whose Northing is 418833.329 and whose Easting is 2376253.336, said point lying S 81° 46' 57" E, 145.50 feet from P.T. Station 50+35.90 on the centerline of Peola Road Reconstruction Project No. STPR-C121(001), said point being the TRUE POINT OF BEGINNING;

Thence bearing N 86° 19' 08" E a distance of 192.48 feet;  
Thence bearing S 1° 31' 12" E a distance of 64.90 feet;  
Thence along a curve to the right, having a radius of 1195.04 feet, a delta angle of 0° 41' 07", an arc length of 14.29 feet, and whose long chord bears N 81° 59' 49" W for a distance of 14.29 feet;  
Thence bearing N 81° 39' 16" W a distance of 81.53 feet;  
Thence along a curve to the left, having a radius of 904.22 feet, a delta angle of 6° 13' 38", an arc length of 98.28 feet, and whose long chord bears N 84° 46' 06" W for a distance of 98.23 feet;  
Thence bearing N 2° 15' 00" W a distance of 29.76 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 0.20 acres more or less.

**REAL ESTATE EXCISE TAX AFFIDAVIT**

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt  
when stamped by cashier.

PLEASE TYPE OR PRINT

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

<b>1</b> SELLER GRANTOR	Name <u>Gary Phillips and Mari Phillips</u>	<b>2</b> BUYER GRANTEE	Name <u>Kramer Family Trust</u>
	Mailing Address <u>450 Penny Creek Road</u>		Mailing Address <u>15450 Cemetery Lane</u>
	City/State/Zip <u>Quilcene, WA 98376-8533</u>		City/State/Zip <u>Haines, OR 97833</u>
	Phone No. (including area code) _____		Phone No. (including area code) _____
<b>3</b> Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	
Name _____		2-013-41-034-2000 <input type="checkbox"/>	
Mailing Address _____		2-013-41-033-1000 <input type="checkbox"/>	
City/State/Zip _____		2-012-41-003-1010 <input type="checkbox"/>	
Phone No. (including area code) _____		2-012-41-002-2010 <input type="checkbox"/>	
		List assessed value(s)	

**4** Street address of property: N/A

This property is located in Garfield

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See Attached Exhibit A

**5** Select Land Use Code(s):  
83 - Agriculture classified under current use chapter 84.34 RCW  
enter any additional codes: \_\_\_\_\_  
(See back of last page for instructions)

	YES	NO
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>6</b>	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☒ does ☐ does not qualify for continuance.

Kenna Vonderbruggen 9/15/13  
DEPUTY ASSESSOR DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**

Gary L. Kramer Elizabeth Ann Kramer  
PRINIPNAME TRUSTEE

**7** List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) \_\_\_\_\_

Reason for exemption \_\_\_\_\_

Type of Document Statutory Warranty Deed

Date of Document September 4, 2013 9/30/13

Gross Selling Price \$	868,586.00
*Personal Property (deduct) \$	_____
Exemption Claimed (deduct) \$	_____
Taxable Selling Price \$	868,586.00
Excise Tax : State \$	11,117.90
<u>0.0025</u> Local \$	2,171.47
*Delinquent Interest: State \$	_____
Local \$	_____
*Delinquent Penalty \$	_____
Subtotal \$	13,289.37
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	_____
Total Due \$	13,294.37

CK

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

**8** I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Gary Phillips</u>	Signature of Grantee or Grantee's Agent <u>Gary L. Kramer Trustee</u>
Name (print) <u>GARY PHILLIPS</u>	Name (print) <u>Gary Phillips Kramer</u>
Date & city of signing: <u>Quilcene WA 8/30</u>	Date & city of signing: <u>9/1/13 Dayton, WA</u>

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).



## **EXHIBIT A**

In Township 12 North, Range 41 East of the Willamette Meridian, all in Garfield County, Washington.

The North half of the Northwest quarter, the Southwest quarter of the Northwest quarter of Section 2 and that part of the Southwest quarter of said Section 2 lying North of Meadow Creek Road.

Government Lots 1 and 2, and the Southeast quarter of the Northeast quarter of Section 3.

That part of the Southwest quarter of the Northeast quarter of said Section 3, lying easterly of Weimer Gulch Road and the extension of such county road northerly through said Section 3.

That part of the North half of the Southeast quarter of said Section 3, lying East of Weimer Gulch Road and north of Meadow Creek Road.

ALSO beginning at the Northeast corner of Government Lot 3 of said Section 3; thence West on line 1,365 feet; thence South  $05^{\circ}50'$  West 317 feet to the center of the County Road; thence following the center of said County Road South  $28^{\circ}35'$  East 293 feet; South  $44^{\circ}03'$  East 603 feet; South  $65^{\circ}00'$  East 175 feet; South  $71^{\circ}50'$  East 317 feet South  $60^{\circ}30'$  East 430 feet to the East line of said Lot 3; thence North on line 1,420 feet to the place of beginning.

ALSO beginning at a point 450 feet South of the Northeast corner of Northwest quarter of the Northwest quarter of said Section 3; thence West from county road right of way fence 353 feet to Southeast point of cultivated land; thence following the line between the cultivated land and the grass land as it exists on the ground in a generally southwesterly direction to the West line of said Section 3; thence North on Section line to Northwest corner of said Section 3; thence East on the North Section line to Northeast corner of the Northwest quarter of the Northwest quarter, thence South to the place of beginning, containing all of the cultivated land in Northwest corner of said Section 3.

EXCEPT public road rights of way.

In Township 13 North, Range 41, East of the Willamette Meridian, all in Garfield County, Washington.

The East half of Section 33.

The West half and the Southwest quarter of the Southeast quarter of Section 34.

EXCEPT that part of the Northeast quarter of the Northwest quarter of said Section 34 more particularly described as follows:

Beginning at the Northeast corner of the Northwest quarter of said Section 34; thence South on line 542.52 feet; thence North  $58^{\circ}13'$  West 740.52 feet; thence North  $45^{\circ}47'$  West 260.04 feet; thence East on line 792.0 feet to the place of beginning.

SUBJECT TO an easement for ingress and egress over and across a portion of Section 2, Township 12 North, Range 41 E., W.M. and Section 34, Township 13 North, Range 41 E., W.M. as described in document recorded as Garfield County Auditor's No. 4206.

EXCEPT public road rights of way.

SUBJECT TO all easements, exceptions, restrictions, reservations and covenants of record.

**REAL ESTATE EXCISE TAX AFFIDAVIT**

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt  
when stamped by cashier.

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>Wells Fargo Bank, N.A.</u>	2 BUYER GRANTEE	Name <u>The Secretary of Housing and Urban Development of</u>
	Mailing Address <u>1 Home Campus X2504-017</u>		Washington, D.C. 20414, His successors in interest and/or assigns
	City/State/Zip <u>Des Moines, IA 50328</u>		Mailing Address <u>4400 Will Rogers Parkway, Suite 300</u>
	Phone No. (including area code) _____		City/State/Zip <u>Oklahoma City, OK 73108</u>
3 Send all property tax correspondence to: <input type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	
Name _____		_____ <input type="checkbox"/>	
Mailing Address _____		<u>1 052 10 001 1900</u> <input type="checkbox"/>	
City/State/Zip _____		_____ <input type="checkbox"/>	
Phone No. (including area code) _____		_____ <input type="checkbox"/>	
		List assessed value(s)	
		_____	

4 Street address of property: 1494 COLUMBIA ST POMEROY, WA 99347

This property is located in Garfield County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

LOT 1, IN BLOCK 10, OF POMEROY'S ADDITION TO THE CITY OF POMEROY, RESERVING UNTO THE GRANTOR A LIFE ESTATE. PARCEL ID: 1-052-10-001-1900

5 Select Land Use Code(s): <u>Select Land Use Codes</u> enter any additional codes: _____ (See back of last page for instructions)	7 List all personal property (tangible and intangible) included in selling price.
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input type="checkbox"/> NO	
6 Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input type="checkbox"/> NO	If claiming an exemption, list WAC number and reason for exemption:
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input type="checkbox"/> YES <input type="checkbox"/> NO	WAC No. (Section/Subsection) <u>458-61A-216(1)</u>
Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input type="checkbox"/> NO	Reason for exemption _____
If any answers are yes, complete as instructed below.	Type of Document <u>STATUTORY WARRANTY DEED</u>
(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.	Date of Document <u>6/21/13</u>
This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.	Gross Selling Price \$ <u>95,469.45</u>
DEPUTY ASSESSOR _____ DATE _____	*Personal Property (deduct) \$ _____
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.	Exemption Claimed (deduct) \$ <u>95,469.45</u>
(3) OWNER(S) SIGNATURE _____	Taxable Selling Price \$ <u>0.00</u>
PRINT NAME _____	Excise Tax : State \$ <u>0.00</u>
	<u>0.0025</u> Local \$ <u>0.00</u>
	*Delinquent Interest: State \$ _____
	Local \$ _____
	*Delinquent Penalty \$ _____
	Subtotal \$ <u>0.00</u>
	*State Technology Fee \$ <u>5.00</u>
	*Affidavit Processing Fee \$ <u>5.00</u>
	Total Due \$ <u>10.00</u>
	A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>[Signature]</u>	Signature of Grantee or Grantee's Agent <u>[Signature]</u>
Name (print) <u>Stanna Mendora</u>	Name (print) <u>RODOLFO FLORES</u> (WA-502611)
Date & city of signing: <u>9/5/13 San Diego, CA</u>	Date & city of signing: <u>9-5-13 SAN DIEGO, CA.</u>

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

**PASSED**  
SEP 12 2013

KAREN ROOSEVELT  
GARFIELD COUNTY TREASURER

2423  
KR

**REAL ESTATE EXCISE TAX AFFIDAVIT**

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt  
when stamped by cashier.

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

<b>1</b> SELLER GRANTOR	Name <u>William W. Beale, Personal Representative for the estate of</u> <u>TRACY W. BEALE</u>	<b>2</b> BUYER GRANTEE	Name <u>Perry L. Beale, Melinda K. Barnes, Stacy R. Vale and</u> <u>William W. Beale</u>
	Mailing Address <u>114 Kirby Mayview Road</u>		Mailing Address <u>c/o 114 Kirby Mayview Road</u>
	City/State/Zip <u>Pomeroy, WA 99347</u>		City/State/Zip <u>Pomeroy, WA 99347</u>
	Phone No. (including area code) _____		Phone No. (including area code) _____
<b>3</b> Send all property tax correspondence to: <input type="checkbox"/> Same as Buyer/Grantee Name <u>Kenneth Beale</u> Mailing Address <u>1219 Kirby Mayview Road</u> City/State/Zip <u>Pomeroy, WA 99347</u> Phone No. (including area code) _____		List all real and personal property tax parcel account numbers – check box if personal property <u>SEE BELOW</u> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
		List assessed value(s) <u>21,392,804</u>	

**4** Street address of property: \_\_\_\_\_

This property is located in Garfield County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

**SEE ATTACHED LEGAL DESCRIPTION**

PARCEL NO: 2-011-44-004-1000 2-012-44-014-3000 2-012-44-015-3000 2-012-44-016-4000 2-012-44-021-1000  
2-012-44-022-1000 2-012-44-023-2000 2-012-44-033-3000

**5** Select Land Use Code(s):  
83 - Agriculture classified under current use chapter 84.34 RCW  
 enter any additional codes: \_\_\_\_\_  
 (See back of last page for instructions)

	YES	NO
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
 NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below.** The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☒ does ☐ does not qualify for continuance.

Keshia Verdenbruggen 9-16-13  
DEPUTY ASSESSOR DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**  
 NEW OWNER(S): To continue special valuation as historic property, **sign (3) below.** If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**

PRINT NAME

**8** I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent William W. Beale  
 Name (print) William W. Beale, Per. Rep. for estate of Tracy W. Beale  
 Date & city of signing: 9-18-2013 Garfield County

Signature of Grantee or Grantee's Agent William W. Beale  
 Name (print) William W. Beale  
 Date & city of signing: 9-18-2013 Garfield County

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

The Estate of Tracy W. Beale's interest, the same being a 10.5556% interest in the following described property located in the Garfield County, State of Washington:

The South half of the North half, and the North half of the Southeast quarter of Section 14, Township 12 North, Range 43 East, Willamette Meridian, EXCEPT Bethel Cemetery Grounds, beginning at a point 30 feet East and 30 feet North of the Southwest corner of the Northwest quarter of the Southeast quarter of said Section; thence North 330 feet; thence East 330 feet; thence South 330 feet, thence West 330 feet to the place of beginning; ALSO EXCEPT beginning at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 14, Township 12 North, Range 43 East, Willamette Meridian; thence West on the North line of said subdivision a distance of 162.53 feet; thence South parallel with the East line of said Section 14 to the South line of the Northeast quarter of the Southeast quarter of said Section; thence East along said South line a distance of 162.53 feet to the East line of said Section; thence North along said line to the place of beginning.

The North half of the Northwest quarter of Section 14, Township 12 North, Range 43 East, Willamette Meridian; also beginning at the Southwest corner of the Northwest quarter of the Northeast quarter of said Section; thence East on line 660 feet to the center of the County Road; thence North  $44^{\circ} 41'$  East 180 feet; thence North  $35^{\circ} 35'$  East 665 feet; thence North  $23^{\circ} 20'$  East 470 feet; thence leaving the County Road North  $68^{\circ} 30'$  West 440 feet; thence North  $23^{\circ} 45'$  West 60 feet to the North line of said Northwest quarter of Northeast quarter; thence West on said line 900 feet to the Northwest corner of said tract; thence South one-quarter mile to the place of beginning. The South half of the Northeast quarter of Section 15, Township 12 North, Range 43 East, Willamette Meridian.

The West half of the Southwest quarter of Section 14; thence South half of Section 15; the South half of the Southeast quarter of Section 16; the Northeast quarter of Section 21; the North half and the North half of the Southeast quarter of Section 22; the West half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 23; all in Township 12 North, Range 44 East, Willamette Meridian.

The South half of the North half, and the South half of Section 33, Township 12 North, Range 44 East, Willamette Meridian, and Lots 1, 2, 3 and 4 of Section 4, Township 11 North, Range 44 East, Willamette Meridian.

FILED

JUN 30 2010

*Deirdre Cox*  
COUNTY CLERK  
GARFIELD COUNTY, WASH.

REAL ESTATE EXCISE TAX

AMT. PAID \$ None

RECEIPT NO. 2424

DATE 9-16-2013

GARFIELD COUNTY TREASURER

BY Karen S. Russell

SUPERIOR COURT OF WASHINGTON FOR GARFIELD COUNTY

In the Matter of the Estate of ) NO. 10-4-00010-5  
)  
TRACY W. BEALE , ) OATH OF PERSONAL  
) REPRESENTATIVE  
Deceased. )

STATE OF WASHINGTON )  
) ss.  
County of Garfield )

The undersigned, being first sworn on oath state:

I am the individual who has been appointed as the Personal Representative of the Last Will and Testament of the above-named Decedent, and solemnly swear to perform according to law, the duties of our trust.

*William W. Beale*  
WILLIAM W. BEALE

SUBSCRIBED and SWORN to before me this 27th day of

JUNE, 2010.

*Rich D Burns*  
Court Commissioner/~~Notary Public~~  
in and for the State of  
Washington, residing at Pomeroy.

OATH OF PERSONAL REPRESENTATIVE

-1-

**RICHARD D. BURNS**  
ATTORNEY AT LAW  
Depot Building  
P.O. Box 820  
Pomeroy, WA 99347  
(509) 843-1396

1  
2 William W. Beale  
3 WILLIAM W. BEALE  
4

5 STATE OF WASHINGTON )  
6 ss.  
7 County of Garfield )

8 Petitioner, on oath, affirm that the statements in the  
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28  
Petition are true.

11 William W. Beale  
12 WILLIAM W. BEALE  
13

14 SUBSCRIBED and SWORN to before me this 29<sup>th</sup> day of  
15 JUNE, 2010.  
16

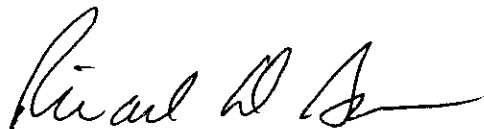
17 Rich D Burns  
18 Court Commissioner  
19 in and for the State of  
20 Washington, residing at Pomeroy.  
21  
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PETITION FOR ORDER...

-3-

**RICHARD D. BURNS**  
ATTORNEY AT LAW  
Depot Building  
P.O. Box 820  
Pomeroy, WA 99347  
(509) 843-1396

1 Presented by:

2 

3  
4 RICHARD D. BURNS WSBA #5561  
5 Attorney for Petitioners  
6 Attorney at Law  
7 Depot Building  
8 P. O. Box 820  
9 Pomeroy, WA 99347  
10 (509) 843-1396  
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PETITION FOR ORDER...

-4-

**RICHARD D. BURNS**  
*ATTORNEY AT LAW*  
Depot Building  
P.O. Box 820  
Pomeroy, WA 99347  
(509) 843-1396



EXHIBIT "A"

HEIRS AND DISTRIBUTEES OF ESTATE OF TRACY W. BEALE

<u>Name and Address</u>	<u>Relationship</u>	<u>Age</u>
Janet R. Beale 627 Meadowcreek Road Pomeroy, WA 99347	Surviving Spouse	Legal
Perry L. Beale 6111 60 <sup>th</sup> Court S.E. Lacey, WA 98513	Son	Legal
Melinda K. Barnes 1832 Quailwood Drive Clarkston, WA 99403	Daughter	Legal
Stacey R. Vale 915 Grelle Avenue Lewiston, ID 83501	Daughter	Legal
William W. Beale 114 Kirby Mayview Road Pomeroy, WA 99347	Son	Legal



# REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt  
when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR	Name <u>Glendine Leonard</u>	2 BUYER GRANTEE	Name <u>Gordon McKenzie and Susan McKenzie</u> <u>Susan Kay Werner</u>
	Mailing Address <u>4411 Hilltop Drive</u>		Mailing Address <u>4411 Hilltop Drive</u>
	City/State/Zip <u>Pasco, WA 99301</u>		City/State/Zip <u>Pasco, WA 99301</u>
	Phone No. (including area code) _____		Phone No. (including area code) _____
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	
Name _____		2-010-42-033-4035 <input type="checkbox"/>	
Mailing Address _____		_____ <input type="checkbox"/>	
City/State/Zip _____		_____ <input type="checkbox"/>	
Phone No. (including area code) _____		_____ <input type="checkbox"/>	
		List assessed value(s)	

4  
Street address of property: N/A

This property is located in Garfield County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See attached Exhibit "A"

5 Select Land Use Code(s): <u>19 - Vacation and cabin</u> enter any additional codes: _____ (See back of last page for instructions)	7 List all personal property (tangible and intangible) included in selling price.
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) _____ Reason for exemption _____
6 Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.	Type of Document <u>Quit Claim Deed</u> Date of Document <u>9/3/2013</u> Gross Selling Price \$ <u>13,000.00</u> *Personal Property (deduct) \$ _____ Exemption Claimed (deduct) \$ _____ Taxable Selling Price \$ <u>13,000.00</u> Excise Tax : State \$ <u>166.40</u> <u>0.0025</u> Local \$ <u>32.50</u> *Delinquent Interest: State \$ _____ Local \$ _____ *Delinquent Penalty \$ _____ Subtotal \$ <u>198.90</u> *State Technology Fee \$ <u>5.00</u> *Affidavit Processing Fee \$ _____ Total Due \$ <u>203.90</u> <i>CK</i>
DEPUTY ASSESSOR _____ DATE _____ (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale. (3) OWNER(S) SIGNATURE _____ PRINT NAME _____	A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS

8  
I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Glendine Leonard</u>	Signature of Grantee or Grantee's Agent <u>Gordon McKenzie</u>
Name (print) <u>Glendine Leonard</u>	Name (print) <u>GORDON MCKENZIE</u>
Date & city of signing: <u>9-3-2013 Pasco WA</u>	Date & city of signing: <u>9/3 2013 PASCO WA</u>

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

PAID  
SEP 18 2013

KAREN ROOSEVELT  
GARFIELD COUNTY TREASURER

**EXHIBIT "A"**

**SITUATED IN THE COUNTY OF GARFIELD, STATE OF WASHINGTON:**

**That part of the Southeast Quarter of Section 33, more particularly described as follows:**

**Commencing at the southeast corner of said Section 33; thence West along the south line of said Section 33 a distance of 2534.10; thence North 1309.34 feet to a point previously described as being 1309.34 feet North and 175.0 feet East of the southwest corner of said Southeast Quarter; thence West 196.55 feet to a point on the west line of said Southeast Quarter; thence North 00° 03' 35" West along said west line 359.0 feet to the True Point of Beginning; thence continue North 00° 03' 35" West 498.64 feet; thence East 479.36 feet; thence South 597.64 feet; thence West 114.12 feet; thence North 99.0 feet; thence West 364.72 feet to the place of beginning.**

**SUBJECT TO a road easement over and across the West 50 feet of the above described tract.**

**SUBJECT TO easements for waterline and utilities as they now exist and traverse over and across the above described tract.**

**SUBJECT TO the terms and conditions contained in the Articles of Incorporation of the Baker's Pond Water Users Association, recorded May 24, 1976 as Garfield County Auditor's No. 15381, if a member of said Association.**

**REAL ESTATE EXCISE TAX AFFIDAVIT**

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt  
when stamped by cashier.

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	Name <b>TERRY PAUL ARNETT AS TRUSTEE</b>	BUYER GRANTEE	Name <b>TERRY PAUL ARNETT REVOCABLE TRUST 11/12 SEPT 1, 2013, TERRY PAUL ARNETT, TRUSTEE</b>
	Mailing Address <b>899 ISLAND DR., #510</b>		Mailing Address <b>899 ISLAND DR., #510</b>
	City/State/Zip <b>RANCHO MIRAGE, CA 92270</b>		City/State/Zip <b>RANCHO MIRAGE, CA 92270</b>
	Phone No. (including area code) <b>760-324-7888</b>		Phone No. (including area code) <b>760-324-7888</b>
Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name _____		2-010-42-023-1010 <input checked="" type="checkbox"/>	
Mailing Address _____		List assessed value(s) <b>\$53,042.74, 450</b>	
City/State/Zip _____			
Phone No. (including area code) _____			

Street address of property: \_\_\_\_\_

This property is located in ☒ unincorporated **GARFIELD** County OR within ☐ city of \_\_\_\_\_

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

**THE WEST ONE-HALF (1/2) OF THE NORTHEAST ONE QUARTER (1/4) AND THE NORTH ONE-HALF (1/2) OF THE SOUTHEAST ONE QUARTER (1/4) IN SECTION 23, TOWNSHIP 10N RANGE 42E, W.M. NEAR POMEROY, WASHINGTON**

Select Land Use Code(s):  
**83**  
enter any additional codes:  
(See back of last page for instructions)

Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? ☐ YES ☒ NO

Is this property designated as forest land per chapter 84.33 RCW? ☐ YES ☒ NO  
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? ☒ YES ☐ NO  
Is this property receiving special valuation as historical property per chapter 84.26 RCW? ☐ YES ☒ NO

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)  
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☒ does ☐ does not qualify for continuance  
**Deputy Assessor** **9/23/13**  
DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)  
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

OWNER(S) SIGNATURE  
**Terry Arnett**  
PRINT NAME  
**TERRY ARNETT**

List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) **458-61A-211(2)(g)**  
Reason for exemption **TRANSFER FROM GRANOR TO GRANTEE'S REVOCABLE TRUST**

Type of Document **QUITCLAIM DEED**  
Date of Document **18 SEPT 13**

Gross Selling Price	\$
*Personal Property (deduct)	\$
Exemption Claimed (deduct)	\$
Taxable Selling Price	\$
Excise Tax : State	\$
Local	\$
*Delinquent Interest: State	\$
Local	\$
*Delinquent Penalty	\$
Subtotal	\$
*State Technology Fee	\$ 5.00
*Affidavit Processing Fee	\$ 5.00
Total Due	\$ 10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <b>Terry Paul Arnett, TRUSTEE</b>	Signature of Grantee or Grantee's Agent <b>Terry Paul Arnett</b>
Name (print) <b>TERRY PAUL ARNETT</b>	Name (print) <b>TERRY PAUL ARNETT</b>
Date & City of Signing <b>RANCHO MIRAGE, CA 9/18/13</b>	Date & City of Signing <b>RANCHO MIRAGE, CA 9/18/13</b>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001a (2/28/13)

THIS SPACE - TREASURER'S USE ONLY

COUNTY ASSESSOR

**SEP 24 2013**  
**KAREN ROOSEVELT**  
**GARFIELD COUNTY TREASURER**

**Treasurer**

2426

2426

# STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

### COUNTY OF RIVERSIDE

#### RIVERSIDE, CALIFORNIA

3201233003539

STATE FILE NUMBER		USE BLACK INK ONLY / NO ERASURES, WRITINGS OR ALTERATIONS VS-1 (REV 3/06)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given) DONALD		2. MIDDLE ISLE		3. LAST (Family) FOSTER	
4. DATE OF BIRTH mm/dd/yyyy 07/09/1925		5. AGE Yrs. 86		6. SEX M	
9. BIRTH STATE/FOREIGN COUNTRY WA		10. SOCIAL SECURITY NUMBER 532-20-8876		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
12. MARITAL STATUS/SRDP* (at Time of Death) NEVER MARRIED		7. DATE OF DEATH mm/dd/yyyy 03/24/2012		8. HOUR (24 Hours) 0009	
13. EDUCATION - Highest Level/Degree (see worksheet on back) MASTERS		14/15. WAS DECEDENT HISPANIC/LATINO/SPANISH? (if yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		15. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) CAUCASIAN	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED ART DEALER		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) ART		19. YEARS IN OCCUPATION 30	
20. DECEDENT'S RESIDENCE (Street and number, or location) 899 ISLAND DRIVE #510					
21. CITY RANCHO MIRAGE		22. COUNTY/PROVINCE RIVERSIDE		23. ZIP CODE 92270	
24. YEARS IN COUNTY 15		25. STATE/FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP TERRY P. ARNETT, DPOA		27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) 899 ISLAND DRIVE #510, RANCHO MIRAGE, CA 92270			
28. NAME OF SURVIVING SPOUSE/SRDP - FIRST -		29. MIDDLE -		30. LAST (BIRTH NAME) -	
31. NAME OF FATHER/PARENT - FIRST HARRY		32. MIDDLE -		33. LAST FOSTER	
34. BIRTH STATE WA		35. NAME OF MOTHER/PARENT - FIRST VERA		36. MIDDLE -	
37. LAST (BIRTH NAME) ISLE		38. BIRTH STATE WA		39. BIRTH DATE -	
40. DISPOSITION DATE mm/dd/yyyy 04/05/2012		41. PLACE OF FINAL DISPOSITION ACACIA CEMETERY 14951 BOTHELL WAY, SEATTLE, WA 98155			
42. TYPE OF DISPOSITION(S) CR/TR/BU		43. SIGNATURE OF EMBALMER NOT EMBALMED		44. LICENSE NUMBER FD836	
45. NAME OF FUNERAL ESTABLISHMENT WIEFELS PALM SPRINGS		46. SIGNATURE OF LOCAL REGISTRAR CAMERON KAISER, MD		47. DATE mm/dd/yyyy 04/03/2012	
101. PLACE OF DEATH RESIDENCE		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> P <input type="checkbox"/> EROP <input type="checkbox"/> DOA <input type="checkbox"/> Hospice		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Nursing Home/LTC <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other	
104. COUNTY RIVERSIDE		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 899 ISLAND DRIVE #510		106. CITY RANCHO MIRAGE	
107. CAUSE OF DEATH Enter the chain of events - diseases, injuries, or complications - that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. IMMEDIATE CAUSE (Final disease or condition resulting in death) A CARDIOPULMONARY FAILURE SEQUENTIALLY list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST B CONGESTIVE HEART FAILURE C ATHEROSCLEROTIC CARDIOVASCULAR DISEASE D CEREbroVASCULAR ACCIDENT		Time Interval Between Onset and Death (AT) MINS 2012-02794 (BT) YRS (CT) YRS (DT) YRS		108. DEATH REFERRED TO CORONER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 109. BIOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 110. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 111. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 CEREbroVASCULAR ACCIDENT					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date) NO					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Attended Since mm/dd/yyyy 09/20/2006 Decedent Last Seen Alive mm/dd/yyyy 03/16/2012		115. SIGNATURE AND TITLE OF CERTIFIER WILLIAM J. GRIMM D.O.		116. LICENSE NUMBER 20A6067	
117. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE WILLIAM J. GRIMM D.O. 1492 N. PALM CANYON DR., PALM SPRINGS, CA 92262		118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE WILLIAM J. GRIMM D.O. 1492 N. PALM CANYON DR., PALM SPRINGS, CA 92262		119. DATE mm/dd/yyyy 03/29/2012	
120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		121. INJURY DATE mm/dd/yyyy		122. HOUR (24 Hours)	
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)			
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)					
126. SIGNATURE OF CORONER / DEPUTY CORONER		127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
STATE REGISTRAR		A B C D E		FAX AUTH.#	
CENSUS TRACT		'010001002027446'			

CERTIFIED COPY OF VITAL RECORDS  
STATE OF CALIFORNIA } SS  
COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health.

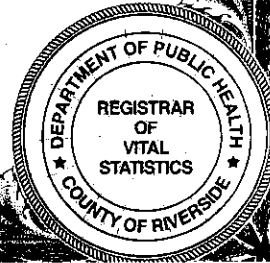
DATE ISSUED **Apr 16, 2012**

Dr. Cameron Kaiser, M.D., Health Officer  
RIVERSIDE COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

PNCU (Rev) 6/12

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



"OLD"

GIRANTOR  
TRUST

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AMENDMENT TO AND RESTATEMENT OF  
DONALD ISLE FOSTER REVOCABLE TRUST

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**AMENDMENT TO AND RESTATEMENT OF  
DONALD ISLE FOSTER REVOCABLE TRUST**

THIS IS AN AMENDMENT TO AND RESTATEMENT OF that certain Donald Isle Foster Revocable Trust dated February 16, 1999, Between Donald Isle Foster as Trustor and Donald Isle Foster as Trustee ("Agreement"). Trustor reserved the right to amend the Agreement in whole or in part and now desires to amend and restate the Agreement in its entirety to read as follows.

**ARTICLE 1. DECLARATIONS**

1.1 The Trustor declares that he is single; that he has no children now living; and that he has no deceased children with descendants now living.

1.2 The Trustor has intentionally made no provision for any family member or any other person who may survive him except as specifically provided herein.

**ARTICLE 2. TRUST ESTATE**

Trustor has previously transferred to the Trustee certain property which is currently being held pursuant to the terms of the Agreement. This property, together with such other property which may be added to this trust, shall be held, administered and distributed by the Trustee as hereafter provided. Additional property may be added to the trust estate at any time by any person, by testamentary transfer, trust designation or by intervivos transfer. All such original and additional property is referred to herein collectively as the "Trust Estate."

**ARTICLE 3. REVOCATION; WITHDRAWAL OF PROPERTY; MODIFICATION**

3.1 While Trustor is Living. While the Trustor is living he shall have the right:

- (a) to revoke this instrument in its entirety,
- (b) to partially revoke or modify this instrument,
- (c) to withdraw from the operation of the trust any part of the property of the trust estate,
- (d) to direct the distribution of all or any part of the income of the trust,
- (e) to direct the distribution of all or any part of the principal of the trust, and
- (f) to transfer to the Trustee additional property acceptable to the Trustee for administration as a part of the trust estate.

3.2 Right to Add Property to the Trust. The Trustor or any other person may



transfer, by Will or otherwise, additional property acceptable to the Trustee to be held, administered and distributed under this Agreement.

3.3 Effectiveness. Any revocation, withdrawal of property, or modification exercisable by Trustor shall be valid and fully effective whenever the Trustee shall receive from the Trustor exercising such right written notice thereof, except that the powers and duties of the Trustee shall not be changed without the Trustee's written consent. In the case of revocation or withdrawal of property, the Trustee shall have a reasonable time to transfer or deliver the property.

#### **ARTICLE 4. BENEFICIARY; PURPOSE; DISTRIBUTIONS DURING THE TRUSTOR'S LIFETIME**

4.1 Beneficiary; Purpose. The Trustor shall be the beneficiary of the trust estate while living and the trust purpose shall be to provide for his health, support, and maintenance in his accustomed manner of living.

4.2 Distributions During the Trustor Life. As long the Trustor is living, the Trustee shall make such distributions of income and principal to the Trustor as he shall direct. If the Trustor is disabled, the Trustee may continue or discontinue any distribution previously directed by the Trustor.

4.3 Upon Disability of the Trustor. In the event of the disability of the Trustor (as defined in Section 10.1 herein), the Trustee may pay to or apply for the benefit of the Trustor so much of the income and principal of the trust estate as the Trustee, in his discretion, deems necessary or advisable for the Trustor's support, care and maintenance in his accustomed manner of living.

#### **ARTICLE 5. COSTS, EXPENSES AND DEBTS UPON TRUSTOR'S DEATH**

5.1 Except as limited by section 5.3, after Trustor's death the Trustee may, in the Trustee's discretion, pay from the trust estate such portion of the Trustor's debts, funeral expenses, expenses of Trustor's last illness and expenses of administration as the Trustee determines advisable, after consultation with the personal representative, if any, of Trustor's probate estate.

5.2 Upon the death of the Trustor the Trustee shall, except as provided in section 5.3 below, pay such portion of the estate, inheritance and other taxes imposed by reason of Trustor's death (exclusive of generation-skipping taxes), including interest and penalties on those taxes, as directed by Trustor in Article 8 herein.

5.3 The following provisions shall apply to assets not subject to federal estate taxation:

5.3.1 Tax Exempt Assets. If, at the time of Trustor's death, the trust owns assets or, by reason of Trustor's death, the trust receives assets which are not includable in the Trustor's gross estate for federal estate tax purposes, the Trustee shall segregate and keep such assets separate and apart from all other assets of the trust subject to the limitations set forth in section 5.3.2.

5.3.2 Limitations on Use. No proceeds or funds described section 5.3.1 shall be disbursed for any purpose described in section 5.1 or Article 8 of this trust. This prohibition however, shall not restrict the Trustee from using the separate funds to purchase assets from a probate estate or another trust or to loan funds to a personal representative of a probate estate or trustee of another trust, provided there is adequate security and a fair rate of interest. After the estate

is finally settled, this separate fund shall be added to the residuary trust estate as defined in section 6.2 herein and distributed as an integral part thereof in accordance with section 6.2 herein.

**ARTICLE 6. DISTRIBUTION UPON DEATH OF THE TRUSTOR**

Upon the death of the Trustor, Trustee shall distribute the remainder of the trust estate as follows:

### 6.1 Specific Requests:

~~6.1.1 Provision for Isle Raftery. The Trustor gives Five Thousand Dollars (\$5,000) to Isle Raftery, provided he survives the Trustor by thirty (30) days. In the event Isle Raftery fails to survive the Trustor by thirty (30) days, this gift shall lapse and be added to the residuary trust estate.~~

~~6.1.2 Provision for Gage Raftery. The Trustor gives Five Thousand Dollars (\$5,000) to Gage Raftery, provided he survives the Trustor by thirty (30) days. In the event Gage Raftery fails to survive the Trustor by thirty (30) days, this gift shall lapse and be added to the residuary trust estate.~~

6.1.3 Bequest of Tangible Personal Property. The Trustor gives all of his tangible personal property to Terry Arnett, provided he survives the Grantor by thirty (30) days. As used herein, tangible personal property shall mean household goods and personal effects, including furniture, furnishings, works of art, jewelry, cars, boats and other tangible articles of a personal nature. In the event Terry Arnett fails to survive the Trustor by thirty (30) days, the property named in this paragraph shall be sold and the net proceeds added to and distributed as part of the residuary trust estate.

6.2 Distribution of Residuary Trust Estate. After distributing the property set forth above in section 6.1 above, the Trustor gives, devises and bequeaths the remainder of the trust estate ("residuary trust estate") to Terry Arnett, provided he survives the Trustor by thirty (30) days. In the event Terry Arnett fails to survive the Trustor by thirty (30) days, the real and personal property in the residuary trust estate shall be sold. After the sale of all of the property, the Trustor gives, devises and bequeaths the residuary trust estate as follows:

~~(a) Twenty-Five Percent (25%) to Peter F. Donnelly, Jr., presently at 2929 First Avenue, Apt. 921, Seattle, Washington 98121;~~ 7 1/2 % 12.5%

2. ~~(b)~~ Twelve and One-Half Percent (~~12.1%~~ <sup>12.5%</sup>) to the Seattle Symphony in Seattle, Washington; ~~12.1%~~ <sup>12.5%</sup>

b. (c) Twelve and One-Half Percent (~~12 1/2%~~ <sup>12.5%</sup>) to the Seattle Repertory Theatre in Seattle, Washington;

~~(d) Five Percent (5%) to Jan Thompson, presently residing at 2055 E. Howe St., Seattle, Washington;~~

~~C (e)~~ Five Percent (5%) to Terry Prather, presently residing at 4515 - 143<sup>rd</sup> SW,  
Lynwood, Washington 98037;

(f) Ten Percent (10%) to Shael Anderson, presently residing at 1107 5<sup>th</sup> Avenue W., Seattle, Washington 98119; GRACE (15%)

✓ d TWENTY PERCENT (20%) TO CLARA YVONNE BENVENISTE,  
 ✓ PRESENTLY RESIDING AT 4548 ELLENBORO WAY; WOODLAND HILLS, CA  
 ✓ c FIFTEEN PERCENT (15%) TO CONNIE ARNETT [91364  
 — SAUSPOUR, PRESENTLY RESIDING AT 400 MILL RD., MOSCOW, ID

(g) Ten Percent (10%) to Alys Anderson Raftery, presently residing at 1107 -<sup>th</sup> Avenue W., Seattle, Washington 98119;

(h) Ten Percent (10%) to Isle Raftery, presently residing at 1107 <sup>th</sup> Avenue W., Seattle, Washington 98119;

(i) Ten Percent (10%) to Gage Raftery, presently residing at 1107 <sup>th</sup> Avenue W., Seattle, Washington 98119.

In the event any of the above named individuals fails to survive the Trustor by thirty (30) days, then such beneficiary's gift shall lapse and shall be distributed in equal shares to the Seattle Symphony and the Seattle Repertory Theatre. In the event either the Seattle Symphony or the Seattle Repertory Theatre is no longer in existence, the gift to such organization shall lapse and shall be distributed to the Swedish Medical Center Foundation, Seattle, Washington.

## **ARTICLE 7. GENERAL ADMINISTRATIVE PROVISIONS**

### **7.1 Duties of Trustee.**

7.1.1 **Accounting.** The Trustee shall not be required to comply with Trustees' Accounting Act, but shall submit to each adult beneficiary (or to the legal guardian of the estate of any beneficiary) then currently receiving payments hereunder statements of account at reasonable periods, if so requested by any such beneficiary.

7.1.2 **Retain Property.** The Trustee shall have the power to retain, without liability in so doing, any property transferred to the trust by the Trustor, regardless of whether such property so retained should constitute a larger portion of the trust than the Trustee would ordinarily deem advisable or prudent.

7.1.3 **Investments.** In acquiring, investing, reinvesting, exchanging, selling and managing the property of the trust, Trustee shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of his own affairs, not in regard to speculation but in regard to the permanent disposition of their funds. In determining the prudence of a particular investment the Trustee shall consider the proposed investment or investment course of action in relation to all property of the trust.

7.1.4 **Income.** If all of the income of the trust is not distributed during an income tax year, the undistributed portion shall be added to principal.

7.2 **Powers of Trustee.** The Trustor grants to the Trustee the continuing, absolute, discretionary power to deal with any property, real or personal, held in the trust estate or in any trust, as freely as the Trustor might in the handling of Trustor's own affairs. In addition, the Trustee shall have all of the power, authority, and discretion given a trustee under the laws of the State of Washington. These include those given a Trustee under the provisions of Chapter 11.98 of the Revised Code of Washington, known as the "Washington Trust Act." Such powers may be exercised independently and without the prior approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any the Trustee's actions. Without limiting the foregoing the Trustee shall have the following specific powers, all which shall be exercised in a fiduciary capacity only.

7.2.1 To make tax elections in the Trustee's discretion;

7.2.2 To rent or lease any item of the trust estate for such time and upon such terms and for such price or prices as the Trustee deems just and proper and for the best interest of the trust or the beneficiary of the trust;

7.2.3 To sell and convey any item of the trust estates or any interest therein, or to exchange the same for other property, for such price or prices and upon such other terms as the Trustee may deem just and proper and for the best interest of the trust or its beneficiary and to execute and deliver any deeds, receipts, releases, contracts or other instruments necessary in connection therewith;

7.2.4 To manage, operate, repair, improve and exercise all other ownership rights and powers with respect to the trust estate to the same extent as an absolute owner;

7.2.5 To deduct, retain, expend and pay out of the money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust, and to pay all taxes, insurance and other legal assessments, debts, claims or charges which at any time may be due and owing by, or which may exist against the trust, and to establish and retain such reserves as the Trustee deems necessary or appropriate;

7.2.6 To vote all securities belonging to the trust and to become a party to any shareholders' agreements, including with respect to any securities or agreements in which the Trustee may have an interest, if and to the extent the Trustee deems it necessary or advisable and for the best interest of the trust;

7.2.7 To consent to the reorganization, consolidation, merger, liquidation, readjustment of or other change in any corporation, company or association, including, but not limited to, any in which the Trustee may have an interest, or to the sale, mortgage, lease or other disposition of the property thereof and to hold and redeem or sell or otherwise dispose of any securities or other property which he may acquire in connection with such change;

7.2.8 To compromise, settle, arbitrate or defend any claim or demand in favor of or against any trust or any item of the trust estates, including the enforcement of any bonds, mortgages, security agreements or other obligations or liens held hereunder and to enter such contracts and agreements with respect thereto as the Trustee deems necessary or advisable;

7.2.9 To incur and pay the ordinary and necessary expenses of administration of the trust, including, but not limited to, reasonable legal fees, accounting fees, investment counsel fees and the like, and to employ and engage such agents, attorneys, accountants and other persons as the Trustee deems necessary or appropriate and to rely with acquittance upon the advice of such persons;

7.2.10 To borrow money for any purpose of the trust or incidental to the administration hereof, upon the bond or promissory note of the Trustee as trustee, and to secure the repayment thereof by mortgaging, pledging or otherwise encumbering any part or all of the trust estates or the income therefrom and, with respect to the purchase of any property, as part of the consideration given therefor to assume any liability of the transferor or to acquire such property subject to such liability;

7.2.11 To lend money to any person or persons on terms and conditions as the Trustee deems advisable for the best interest of the trust or the beneficiary of the trust;

7.2.12 To make any division or distribution required under the terms of this agreement in kind or in money, or partly in kind and partly in money, and to that end to allocate such corporate shares, securities or other properties, real or personal, to the beneficiaries in such manner as the Trustee deems proper and to value such property so allocated;

7.2.13 To take and hold all securities or other personal property in the name of a nominee;

7.2.14 To buy, sell, and trade in securities of any nature, including puts, calls, options and short sales on margin, and for such purposes may maintain and operate a margin account with brokers, and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.

7.3 Directions to Trustee. In addition to written direction, the Trustee is entitled to rely upon directions given to the Trustee in person, by telephone, telegraph, telex, cable or otherwise. A person giving any direction to the Trustee shall give written confirmation of any such direction when requested by the Trustee.

7.4 Bond. No Trustee is required to give bond or file any account in court unless required by law.

7.5 Trustee's Fees and Expenses. The Trustee shall be entitled to reasonable compensation for the acceptance and administration of the trust and for the payments and distributions made by the Trustee. The Trustee is entitled to extra compensation for unusual or extraordinary services. The Trustee shall be reimbursed for all expenses reasonably incurred in the administration of this trust.

7.6 Principal and Income. The Trustee shall have the power to determine the allocation of receipts between principal and income. In allocating between principal and income the Trustee shall be guided by the Principal and Income Act of the State whose law of the State of Washington.

#### 7.7 Liability.

7.7.1 The Trustee may rely upon certificates, telegrams, or any other documents which the Trustee believes to be genuine. The Trustee will incur no liability if the Trustee makes a distribution in good faith and without actual notice of knowledge of a changed condition or status affecting the interest of a beneficiary.

7.7.2 Any person (whether individual, corporation or other entity) may deal with a Trustee hereunder without liability as to the application of any property or funds delivered to the Trustee.

7.7.3 No Trustee shall be personally liable for any act or omission of a prior Trustee, unless the Trustee has participated in such act or default. Every successor Trustee shall have all the power of the prior Trustee and conveyance or transfer of Trust property is not required.

7.7.4 Except in the event of his or her own fraud or willful misconduct, no individual specifically appointed as Trustee or successor Trustee hereunder shall be personally liable upon any contract or indebtedness of or claims against the trust estate or upon any mortgage, trust deed, note or other instrument executed under the provisions hereof, and in the implementation of the foregoing, the Trustee shall be indemnified and held harmless by the trust estate from and against any claim, demand, liability, cost or expense, including reasonable attorneys' fees, that he may suffer or incur as a result of the performance of his obligations under this trust. The Trustee in satisfying

said indemnity and hold harmless shall have recourse against the trust estate.

7.8 Confidentiality. The Trustee is specifically directed to maintain the confidentiality of this agreement and shall not register or file the agreement with any court or governmental body unless required by law. Trustee shall not reveal the terms unless the Trustee deems it necessary or advisable, or unless required by law.

7.9 Assets May be Held Collectively. All the assets held in trust for the primary benefit of any one person shall constitute a separate trust, and all the assets shall be administered and accounted for as a separate trust. Notwithstanding, however, all the assets in the several trusts may be held collectively for all the beneficiaries with no physical division into trusts until the time the distribution is actually made by the Trustee.

7.10 Court Approval not Required. No Trustee shall be required to be qualified or obtain court approval in the exercise of any power or discretion, and persons dealing with the Trustee are not required to inquire into the propriety of the action of the Trustee or see to the application of any asset of the trust.

7.11 Judicial Review. The powers of the Trustee may be limited by a court of competent jurisdiction in order to give effect to the Trustor's intentions.

7.12 Facility of Payment. If at any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be a minor, or incapacitated, or a person the Trustee deems to be unable to wisely or properly handle funds if paid to such beneficiary directly, the Trustee may make such payments in his discretion, in any one of the following ways:

(i) Take any action necessary to have a legal guardian appointed for such beneficiary, if none has already been appointed, and make the payment to his or her legal guardian.

(ii) Make expenditures directly for the health, education, support and maintenance of such beneficiary. The decision of the Trustee to make direct payments or to apply funds on behalf of such a beneficiary shall be conclusive and binding upon all parties.

(iii) Name a custodian for such beneficiary (who may also be the Trustee) under the Washington Uniform Transfers to Minors Act, Chapter 11.93 of the Revised Code of Washington), and make such payment to such custodian.

## **ARTICLE 8. PAYMENT OF TAXES**

The Trustor directs that all estate, transfer, succession, inheritance or other death taxes, together with interest and penalties thereon, imposed by reason of the Trustor's death with respect to property passing under this trust shall be paid out of the Trustor's residuary trust estate (as defined in section 6.2 herein). The Trustor directs that all such death taxes imposed upon or with respect to any other property which does not pass under this trust shall be equitably prorated among the persons interested in the Trustor's estate to whom such property is or may be transferred or to whom any benefit accrues, according to the apportionment statutes of the laws of the State of Washington. Taxes imposed by reason of the Trustor's death shall not be construed to include any tax imposed upon any generation-skipping transfer under Chapter 13 of the Code, or under any corresponding provision of the federal tax laws imposing a tax on generation-skipping transfers in effect at the time of the Trustor's death.

## **ARTICLE 9. SUCCESSOR TRUSTEE**

9.1 Trust for the Benefit of Donald Isle Foster. In the event Donald Isle Foster should for any reason decline, fail, become disabled (within the meaning of subparagraph C of Section 10.1 herein), resign, or for any other reason be unable to act as Trustee, then the Trustor nominates and appoints TERRY ARNETT serve as Trustee, without court proceedings. In the event TERRY ARNETT is unable or unwilling to act, or having served, thereafter ceases to act for whatever reasons, then the Trustor nominates and appoints ROBERT E. MORROW to be Trustee, without court proceedings.

9.2 Trustee, upon the death of the Trustor until the residuary trust estate has been distributed. Upon the death of the Trustor, the Trustor nominates and appoints TERRY ARNETT serve as Trustee, without court proceedings. In the event TERRY ARNETT is unable or unwilling to act, or having served, thereafter ceases to act for whatever reasons, then the Trustor nominates and appoints ROBERT E. MORROW to be Trustee, without court proceedings.

9.3 Accounting of Prior Trustee. A successor Trustee may accept a predecessor's accounting without independent audit or examination upon the assumption of duties and shall not be liable for any loss sustained during or attributable to the period in which the predecessor served as Trustee.

9.4 Guardian and Attorney-in-Fact; Power to Act. A guardian or the attorney-in-fact under a recorded durable power of attorney of a beneficiary under legal disability shall receive and sign notices or Trustee accountings as may be required by this agreement.

9.5 Trustee's Good Faith Actions Binding. Every action taken in good faith by the Trustee shall be conclusive and binding on all persons interested in the property of the trust.

### **9.6 Miscellaneous.**

9.6.1 Except as otherwise expressly indicated, every successor Trustee shall have the same duties and powers as are assumed and inferred in this Agreement upon the original Trustee.

9.6.2 No change of name of a qualified corporate Trustee nor any merger or consolidation of its corporate powers with a bank or trust company nor its conversion to another entity shall affect the right or capacity of the qualified corporate Trustee to act hereunder.

9.6.3 Any Trustee of any trust may at any time resign with respect to that trust, with or without cause, effective ninety (90) days after delivery of notice thereof in writing to the other trustee or trustees of that trust or if there is none, to the then current income beneficiary or beneficiaries of that trust. If any such income beneficiary is under a legal disability, that delivery may be made to any guardian of that person or to any adult with whom that person resides.

## **ARTICLE 10. MISCELLANEOUS PROVISIONS**

### **10.1 Definitions.**

A. "Disclaimer" means a qualified disclaimer meeting all of the requirements and conditions and subject to the limitations of IRC Section 2518(b) and the applicable state law.

B. "Education" includes, but is not limited to, undergraduate, graduate and post

graduate, college or university work, business, art or trade programs.

C. "Disability" shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Disability may be evidenced by a written statement of a qualified physician regularly attending the Trustor and/or by other qualified persons with knowledge of any confinement, detention or disappearance. Incompetence may be established by a finding of a court having jurisdiction over the Trustor.

D. "Property" means anything which may be the subject of ownership wherever located and of whatever nature, whether real, personal, mixed, tangible or intangible, divided, contingent or otherwise.

10.2 Gender and Number. Where necessary or appropriate to the meaning hereof, the singular and plural shall be interchangeable, and words of any gender shall include all genders.

10.3 Protective Provision. No beneficiary or remainderman of any trust shall have any right to alienate, encumber, or hypothecate his or her interest in the principal or income of the trust in any manner, nor shall an interest of any beneficiary or remainderman be subject to claim of his creditors or liable to attachment, execution, or other process of law.

10.4 Consolidation of Trusts. After the death of the survivor of the Trustor and the Trustor's spouse, if the Trustee is at any time holding property in trust for the benefit of any beneficiary named hereunder under terms substantially similar to the terms of any trust created herein, whether such other trust has been created by me or by any other person, the Trustee is authorized, in its discretion, to consolidate this trust and such other trust and to hold and administer them as a single trust.

10.5 Transfer of Trust Assets. In the event the Trustee or any successor Trustee is domiciled in a state other than Washington, said Trustee may transfer the trust assets and the place of administration of the trust to the jurisdiction of his domicile.

10.6 Severability. If any provisions of this Trust Agreement shall be held invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

10.7 Applicable Law. Notwithstanding the place where this Agreement may be executed or the location of any trust assets, any trust established hereunder shall be governed and construed in accordance with the laws of the State of Washington.

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10.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

10.9 References. All references to IRC are references to the Internal Revenue Code of 1986 as is now in effect and may be hereafter amended.

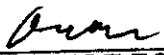
10.11 Exhibit. All exhibits attached to this Agreement are incorporated in this Agreement by this reference.

DATED this 4 day of MAY, <sup>2011</sup>~~2007~~.

TRUSTOR:

  
DONALD ISLE FOSTER

TRUSTEE:

  
DONALD ISLE FOSTER

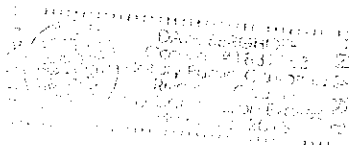
STATE OF California )  
COUNTY OF San Diego ) ss.

DAVE BERGMANN - NOTARY PUBLIC

On this day personally appeared before me DONALD ISLE FOSTER, to me known to be the individual 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 uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4<sup>th</sup> day of May, 2011.

NOTARY PUBLIC in and for the State  
of California, residing at Palm Springs CA  
My commission expires: 3-13-13



"NEW"  
STRANTEE TRUST

THE TERRY PAUL ARNETT REVOCABLE TRUST, DATED: 1 SEPTEMBER 2013

ARTICLE ONE

CREATION OF TRUST:

1.1 DECLARATION: TERRY PAUL ARNETT, Social Security # 542-64-1457, a resident of Rancho Mirage of the state of California, who is herein referred to as the "settlor" or the "trustee," depending on the context, hereby declares that he holds certain property (the "trust estate") in trust, to be held, administered, and distributed according to the terms of this instrument.

1.2 NAME OF THE TRUST: The trust created by this instrument shall be known collectively as the TERRY PAUL ARNETT REVOCABLE TRUST, DATED: 1 SEPTEMBER 2013, and each separate trust if created under this instrument shall be referred to by adding the name or designation of that separate trust as it appears in the appropriate section of this instrument.

1.3 EFFECTIVE DATE: This declaration shall be effective immediately upon execution by all parties.

1.4 MARITAL STATUS: The settlor is A SINGLE MAN, NOT MARRIED.

1.5 NO LIVING CHILDREN: The settlor has NO living children

1.6 NO DECEASED CHILDREN: The settlor has no deceased children.

1.7 DEFINITION OF CHILD, CHILDREN, ISSUE: As used in this instrument, the terms "child" and "children" refer to all persons referred in the California Probate Code, as in effect at the time of execution of this instrument, and the term "issue" refers to all persons referred to in the California Probate Code, as in effect at the time of execution of this instrument.

ARTICLE TWO

TRUST ESTATE:

2.1 DEFINITION OF TRUST ESTATE: All property subject to this instrument from time to time is referred to as the 'trust estate' and shall be held, administered, and distributed as provided in this instrument. The trustee shall hold, administer, and distribute the property that may be hereafter subject to this trust and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

2.2 ADDITIONS TO TRUST: From time to time, the trustee may accept additions to this trust from any source. All such additions shall become part of the trust estate and shall be held, administered and distributed in accordance with the terms of this instrument. That additional property shall become part of the trust estate on written acceptance of it by the trustee. Any additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed or similar asset in the name of the trustee, as trustee of this trust, or any alternate or successor trustee acting under this instrument, shall be deemed to be a transfer to this trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the trust estate.

ARTICLE THREE

RIGHTS AND POWERS OF SETTLOR:

3.1 POWER OF REVOCATION AND AMENDMENT: Any trust created by this instrument may be amended, revoked, or terminated by the settlor, at any time, in whole or in part, during his life time, with no notarization of the instrument required, so long as the document is dated and signed by the settlor/trustor, directly or by trustor's agent through durable power of attorney pursuant to instructions given from the trustor. After the trustor's death, any trust created by this instrument shall be irrevocable and not subject to amendment.

3.2 METHOD OF REVOCATION OR AMENDMENT: Any amendment, revocation or termination of any trust created by this instrument shall be made by written instrument signed by the settlor and delivered to the trustee. Any exercise of the power of amendment substantially affecting the duties, rights and liabilities of the trustee shall be effective only if given to the trustee in writing for trustee to determine if he can agree to continue to serve as trustee under the revised duties, rights and liabilities.

3.3 DELIVERY OF PROPERTY AFTER REVOCATION: After any revocation or termination, the trustee shall promptly deliver the designated property to the settlor/trustor.

3.4 TRUSTEE'S RETENTION OF ASSETS ON REVOCATION: In the event of any revocation of all or part of the trust, the trustee shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities the trustee has lawfully incurred in administering the trust and any fees that have been earned by the trustee, until such time as those liabilities have been discharged and fees paid, unless the settlor indemnifies the trustee against loss or expense.

3.5 EXERCISE OF RIGHTS AND POWERS OF SETTLOR/TRUSTOR BY OTHERS: Any right or power that the settlor could exercise personally under the terms of this instrument, including any power to amend, revoke, or terminate any trust created by this instrument, may be exercised for and in behalf of the settlor by any attorney in fact who, at the time of the exercise, is duly appointed and acting for the settlor under a valid and enforceable durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act, or any successor statute, or, if there is no such attorney in fact, by duly appointed and acting conservator of the settlor, after petition to the court in accordance with the California Probate Code, or any additional or successor statutes.

#### ARTICLE FOUR

##### DISTRIBUTIONS DURING SETTLOR'S LIFE:

4.1 PAYMENT OF INCOME DURING SETTLOR'S LIFE: So long as the settlor/trustor is living, the trustee shall pay to or apply for the benefit of the settlor all of the net income of the trust, in monthly or other convenient installments (but not less often than annually) as the settlor and the trustee may agree on from time to time.

4.2 DISTRIBUTION OF PRINCIPAL DURING SETTLOR'S LIFETIME: From time to time during the settlor's lifetime, the trustee shall distribute to or apply for the benefit of the settlor as much of the principal of the trust as the trustee, in the trustee's discretion, deems proper for the settlor's comfort, welfare, and happiness. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources then readily available to the settlor for use for these purposes and that are then known to the trustee. All decisions of the trustee regarding payments under this election, if any, are within the trustee's discretion and shall be final and incontestable by anyone.

4.3 DISTRIBUTIONS OF PRINCIPAL BY REQUEST OF SETTLOR: During the settlor's lifetime, the trustee shall distribute to the settlor such amounts from the principal of the trust, up to the whole thereof, as the settlor may from time to time request of the trustee in writing.

4.4 REQUESTS IN BEHALF OF THE SETTLOR UNABLE TO DO SO PERSONALLY: If, at any time, the settlor is unable personally to make a request to the trustee to withdraw principal of the trust, the settlor's right to make the request may be exercised for in his behalf by an attorney in fact who, at the time of the exercise, is duly appointed and acting for the settlor under a valid and enforceable durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act, or any successor statute. If there is no such attorney in fact, then the trustee shall have the discretion to make any principal distribution to or for the benefit of the settlor that the settlor could have requested personally if he/she were able to do so. In making any principal distribution under this section (whether pursuant to a request by an attorney in fact or not), the trustee shall pay as much of the principal as the trustee, in the trustee's discretion, deems necessary for the settlor's health, education, support and maintenance. The trustee shall have the discretion to determine when the settlor is unable personally to request principal payments from the trustee for purposes of this section.

4.5 **TRUSTEE'S POWER TO MAKE GIFTS AT DIRECTION OF SETTLOR:** During the settlor's lifetime, the trustee shall distribute such sums of trust principal to such person or persons who are the subjects of the settlor's bounty, as the settlor may direct in writing. In the event that the settlor is unable to direct the trustee in writing under this section due to incapacity, such direction may be made on the settlor's behalf by a duly authorized attorney in fact acting under a valid durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act or any successor statute; provided, however that the amount of such gifts pursuant to the direction of any attorney in fact to any one person in any one year shall not exceed the annual amount excluded from gift tax under Section 2503 (b), or its successor statute, of the Internal Revenue Code.

## ARTICLE FIVE

### DISTRIBUTIONS AFTER SETTLOR'S DEATH:

5.1 **SPECIAL GIFTS OF PERSONAL PROPERTY:** On the settlor's death, the trustee shall distribute the following items of property to the persons as per instructions indicated below:

(a) Antique furniture, art, jewelry and other items of value of personal property, excluding ordinary furnishings and clothing and other possessions, which will be considered as part of residue of my estate, will be covered by my Personal Property List to be designated as bequests to the persons indicated therein. My Personal Property List is an exhibit and integral part of this instrument to be followed by the successor trustee of the trust. My three sisters: Clara Yvonne Benveniste, Connie Evelyn Salisbury, and Becky Arnett Gilliam will choose whatsoever they may care to possess from the residue of my furnishings, clothing, and other personal possessions not specifically designated for bequest with any remainder to be auctioned by the trustee with proceeds going to the estate for distribution among the beneficiaries. There shall be no on premises auction/sale of goods or possessions.

(b) **Vehicles:** Any car which is property of the trust shall be considered as part of the residue of the trust to be sold for value to be added to the corpus of the trust for distribution to the beneficiaries of the trust.

(c) **SALE INSTRUCTIONS OF CONDOMINIUM and other real estate:** On the settlor's death, the trustee shall sell any condominium or other real estate which is property of the trust for value to be added to the corpus of the trust for distribution to the beneficiaries of the trust.

5.2 If any designee of any property of the trust does not survive the settlor, or if this property is not in the trust on the date of the settlor's death, this gift shall lapse and become a part of the residue of the trust for sale for value to be added to the corpus of the trust for distribution to the beneficiaries of the trust. The property shall pass subject to any liens, encumbrances, without exoneration, if a gift.

5.3 **PAYMENT OF DEATH TAXES, DEBTS, AND EXPENSES OR STATEMENT FROM PERSONAL REPRESENTATIVE:** After the settlor's death, on receipt by the trustee of a written statement from the personal representative of the settlor's estate requesting that the trustee pay death taxes, debts and expenses (as defined in Article Eight), with respect to any property in the settlor's estate, the trustee shall pay, either directly or to the personal representative, any amounts requested by the personal representative for those purposes, in the manner specified below. The trustee may rely on the personal representative's statement and shall not be liable for any act or omission by the personal representative in protesting or failing to protest the legality, propriety, or amount of the death taxes, debts, or expenses. If there is no personal representative, the trustee shall make the payments directly. Payments of debts and expenses shall be made by the trustee from the trust estate. All death taxes payable by reason of the settlor's death shall also be paid to the trustee from the trust estate. The trustee shall not pay death taxes, debts, and expenses or other obligations of the settlor or the settlor's estate from proceeds of insurance policies on the settlor's life when so instructed by the settlor/trustor.

5.4 **TRUSTEE'S POWER TO DEFER DIVISION OR DISTRIBUTION:** Whenever the trustee is directed to divide any part of the trust estate or distribute trust assets on the death of the settlor, the trustee may, in the trustee's discretion, defer actual division or distribution for such reasonable period of time as is needed to effectively identify, take possession of, value, divide, and distribute the assets of the trust. During this time of deferral, the trustee may manage the trust assets through a single administrative trust. The ability of the trustee to delay division or

distribution shall not affect the vesting of interests, which shall be as of the date of death.

5.5 DISPOSITION OF REMAINING TRUST ESTATE: On the settlor's death, the remaining trust estate shall be disposed of as follows:

## ARTICLE SIX

### DISPOSITIVE PROVISIONS OF TRUST CREATED

#### AFTER SETTLOR'S DEATH:

6.1 BENEFICIARIES: The beneficiaries of this trust are the following individuals with the following percentage of interest in the residue or estate value of the trust after all of the property held in the name of the trust is distributed to those parties indicated in the Personal Property List and the expenses and taxes are paid from the trust. This remainder value of the trust is to be distributed to:

- |                                   |                               |
|-----------------------------------|-------------------------------|
| 1) CONNIE ARNETT SALISBURY – 15%  | 15) GRETCHEN DAVIDSON – 2%    |
| 2) CLARA YVONNE BENVENISTE – 15%  | 16) SHAEL ANDERSON – 2%       |
| 3) THE SEATTLE SYMPHONY – 15%     | 17) ALYS RAFTERY – 2%         |
| 4) BLAKE ARNETT BENVENISTE – 7.5% | 18) ROGER VOLZER – 2%         |
| 5) MADISON BENVENISTE – 7.5%      | 19) BECKY ARNETT GILLIAM – 3% |
| 6) ANNIE SALISBURY – 5%           |                               |
| 7) CASEY SALISBURY – 5%           |                               |
| 8) GAGE RAFTERY – 5%              |                               |
| 9) ISLE RAFTERY – 5%              |                               |
| 10) CATHERINE HEFFERNAN – 2%      |                               |
| 11) SHIRLEY ANN ORT – 2%          |                               |
| 12) SCOTT HULET – 2%              |                               |
| 13) MICHAEL SALISBURY – 1.5%      |                               |
| 14) JONATHAN SALISBURY – 1.5%     |                               |

(a) Each portion or share of the trust estate, or of the trust property of any other trust created by this instrument, that is allocated for the benefit of a beneficiary when that beneficiary is under the age of twenty-one (21) years old shall be administered and distributed by the trustee as a separate trust, as follows: Funds to be provided for that beneficiary's education and maintenance until twenty-five (25) years of age and then the remainder distributed in whole to that beneficiary, as per (b) below:

(b) DISCRETIONARY PAYMENTS: At any time during the trust term, the trustee shall pay to or apply for the benefit of the under aged beneficiary as much of the net income and principal of the trust as the trustee deems proper for that beneficiary's health, education, support and maintenance. In exercising discretion, the trustee shall give the consideration what the trustee deems proper to all other income and resources that are known to the trustee and that are readily available to the beneficiary for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone. The trustee shall accumulate and add to principal any net income not distributed.

(c) DISTRIBUTION ON BENEFICIARY REACHING AGE OF TWENTY-FIVE (25) YEARS OF AGE: The trust shall terminate on the beneficiary reaching 25 years of age or on the death of the beneficiary, whichever occurs first. If the trust terminates on the beneficiary reaching 25 years of age, the trustee shall distribute the trust property (including all income then accrued but uncollected and all net income then remaining in the hands of the trustee) to the beneficiary outright. If the trust terminates on the death of the beneficiary, the trustee shall distribute to the OTHER BENEFICIARIES PURSUANT TO THE PERCENTAGE OF INTEREST INDICATED OF THEIR INTEREST AS BENEFICIARIES IN THE TRUST.

6.2 SPENDTHRIFT CLAUSE: The interests of the beneficiaries under this instrument are not

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transferable by voluntary or involuntary assignment or by operation of law, and shall be free from the claims or creditors and from attachment, execution, bankruptcy, and other legal process, to the maximum extent permitted by law. If any such transfer is made or attempted by or against any beneficiary, all further trust payments of income or principal or both to that beneficiary (and any right of that beneficiary to such payment) shall be suspended for a period of time or indefinitely (but in no case for longer than the term of the trust) as the trustee determines. In lieu of payments to that beneficiary, the trustee may apply so much of the trust income or principal or both to which the beneficiary would otherwise be entitled as trustee deems necessary for the beneficiary's education and support. All trust income (to which the beneficiary would otherwise be entitled) not so applied shall in the discretion of the trustee be accumulated and added to trust principal at such time or times as the trustee deems proper.

## ARTICLE SEVEN

### TRUSTEE:

7.1 INITIAL TRUSTEE: The initial Trustee is the same person as the Settlor, as stated in Section 1.1 DECLARATION of this instrument, TERRY PAUL ARNETT:

7.2 SUCCESSOR TRUSTEE: When the office of initial trustee becomes vacant by reason of death, incapacity, or any other reason, the following in order of priority indicated, shall be trustee: 1) Clara Yvonne Benveniste  
2) Becky Arnett Gilliam

If all of those named above are unwilling or unable to serve as successor trustee, a new trustee or co-trustees shall be appointed by a majority vote of the adult beneficiaries of the trust who are then entitled to receive income under the trust, or who would be entitled to receive a distribution of principal from the trust if the trust were then terminating, and who then have the legal capacity to give such a vote. If a majority of the beneficiaries are unable to agree on a new trustee or co-trustees, a new trustee or co-trustee may be appointed by the court.

7.3 DEFINITION OF TRUSTEE: Reference in this instrument to "the trustee" shall be deemed a reference to whomever is serving as trustee or co-trustees, and shall include alternate or successor trustees or co-trustees, unless the context requires otherwise.

7.4 REMOVAL OF TRUSTEE BY SETTLOR: The trustor/settlor shall have the power, at any time and for any reason, with or without cause, to remove any trustee acting under this instrument, and notwithstanding any other provision of this instrument, designate another trustee to replace the removed trustee. The removal shall be effected by giving a written notice of removal to the trustee to be removed and to the designated successor. The removal shall become effective on delivery to the settlor of a written acceptance of the trust by the successor trustee, and the settlor shall promptly notify the trustee being removed of the receipt of that acceptance.

7.5 WAIVER OF BOND: No bond or undertaking shall be required of any individual who serves as a trustee under this instrument.

7.6 PROCEDURE FOR RESIGNATION: Any trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least 30 (thirty) days before the time the resignation is to take effect, to the settlor, if living, to any other trustee then acting, to any persons authorized to designate a successor trustee, to all trust beneficiaries known to the trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor trustee. A resignation shall be effective on written acceptance of the trust by the successor trustee.

7.7 GENERAL POWERS OF TRUSTEE: To carry out the purposes of the trustee created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on trustees by law:

(a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond

the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.

(b) Engage in any transactions with the personal representative of the estate of the settlor that are in the best interest of any trusts created in this instrument.

(c) Manage, control, improve, and maintain all real and personal trust property.

(d) Subdivide or develop and; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation or exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.

(e) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing part walls or buildings and erect new party walls or buildings, as the trustee deems advisable.

(f) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers and appraisers to advise and assist the trustee in the management of any trusts created under this trust instrument, and compensate them for the trust property.

(g) With respect to securities held in trust, exercise all the rights, powers and privileges of an owner, including, but not limited, to the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.

(h) Hold securities or other trust property in the trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that the title may pass by delivery.

(i) Deposit securities in a securities depository that is either licensed or exempt from licensing.

(j) Borrow money for any trust purpose from any person or entity, including one acting as trustee hereunder, on such terms and conditions as the trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the trustee.

(k) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the trustee deems advisable to protect the trust property against damage or loss, and to protect the trustee against liability with respect to third persons.

(l) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.

(m) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.

(n) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.



(o) At trust expense, prosecute or defend actions, claims or proceedings of whatever kind for the protection of the trust property and of the trustee in the performance of the trustee's duties, and employ and compensate attorneys, advisers, and other agents as the trustee deems advisable.

7.8 POWER TO RETAIN TRUST PROPERTY: The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, as long as the trustee considers that retention in the best interests of the trust or in furtherance of the goals of the settlor in creating the trust, as determined from this trust instrument, but subject to the standards of the prudent investor rule as set forth in California law, as amended from time to time.

7.9 TRUSTEE'S POWER TO INVEST PROPERTY: Subject to standards of the prudent investor rule as stated in California law, as amended from time to time, the trustee shall have the power to invest and manage the trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust.

7.10 POWER OVER UNPRODUCTIVE PROPERTY: The trustee shall have the power to retain or acquire unproductive or underproductive property.

7.11 POWER TO OPERATE BUSINESS: The trustee shall have the power to hold and operate any business or enterprise that is or becomes trust property, on such terms and for such a time as the trustee, in the trustee's discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in, any business or other enterprise on behalf of the trust, or to sell, dissolve, liquidate, or terminate any such business. The trustee shall also have the power to incorporate, reorganize or otherwise change the form of a business or enterprise that is part of the trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner, as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the trust, and without liability on the part of the trustee for any resulting losses. The trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the trustee shall deem advisable.

7.12 POWER TO SELF DEAL: The trustee, acting as an individual or as a trustee of another trust not created by this trust instrument, shall have the power to perform the following acts with respect to the property of any trust under this trust instrument: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; borrow funds from or lend or advance funds to the trust, with interest at then prevailing rates, and give or receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a trustee.

7.13 POWERS REGARDING SUBCHAPTER S STOCK: If at any time the trust estate includes shares of stock in any corporations that have elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (IRS Section 1361 et seq., or any successor sections or statutes), then notwithstanding any other provision of this instrument, the trustee shall at all times manage those shares, and administer the trust estate, in a manner that will maintain the S Corporation status. To satisfy this obligation, but without limiting the discretion of the trustee to take any action to protect the S corporation status, the trustee shall act as follows:

(a) ALLOCATION OR DISTRIBUTION TO PERMITTED SHAREHOLDERS: The trustee shall allocate or distribute share of S corporation stock only to those trusts or those beneficiaries that are permitted to be shareholders in an S corporation.

(b) QUALIFIED SUBCHAPTER S PROVISIONS: If shares of S corporation stock are allocated to any trust created under this instrument and that trust does not otherwise qualify as permitted shareholder under Internal Revenue Code Section 1361, or any successor section, then notwithstanding any other provision of this instrument, that trust (or any portion of that trust containing S corporation stock) shall be administered so as to ensure that it is a Qualified Subchapter S Trust (QSST), an Electing Small Business Trust (ESBT), or some other form of trust that qualifies as a permitted shareholder under Internal Revenue Code Section 1361, or any successor

section. The S corporation stock in each such trust shall be held in separate share trusts (within the meaning of Internal Revenue Code Section 663(c), or any successor section) for each beneficiary; and all other property in each trust shall be held in a separate trust, which shall continue to be administered in accordance with the terms of this instrument. With respect to the separate share trusts holding S corporation stock, the trustee shall make distributions of income and principal, and otherwise administer the trusts, to ensure that those trusts do not become ineligible shareholders in an S corporation. To the extent that the terms of this instrument are inconsistent with those separate share trusts qualifying as permitted shareholders of an S corporation, those terms shall be disregarded.

(c) **OTHER TRUSTEE ADMINISTRATIVE POWER:** The trustee shall have the power (1) to enter into agreements with other shareholders or with the corporation relating to transfers of S corporation stock of the management of the S corporation; and (2) to allocate amounts received, and tax on undistributed income, between income and principal. During the administration of a trust holding S corporation stock, the trustee may allocate tax deductions and credits arising from ownership of S corporation stock between income and principal. In making those allocations, the trustee shall consider that the beneficiary is to have the enjoyment of the property at least equal to that ordinarily associated with income interest.

(d) **BENEFICIARY AGREEMENT:** The trustee shall not distribute S corporation stock to any beneficiary unless, prior to that distribution, the beneficiary enters into a written agreement with the S corporation stating the following: (1) that the beneficiary will consent to any election to qualify the corporation as an S corporation; (2) that the beneficiary will not interfere with the S corporation maintaining its S corporation status; (3) that the beneficiary will not transfer the S corporation stock to any transferee who does not agree to execute a similar consent; (4) that the beneficiary will not transfer the stock in a manner that will cause termination of S corporation status under the then applicable federal and state tax law and regulations; and (5) that the beneficiary will join in any attempt to obtain a waiver from the Internal Revenue Service of a terminating event on the grounds of inadvertence if S corporation status is inadvertently terminated and the S corporation or any shareholder desires that S corporation status should continue.

(e) **CERTIFICATE TO BEAR LEGEND:** If the trustee receives any shares of S corporation stock whose stock certificate bear a legend stating that the transfer, pledge, assignment, hypothecation, or other disposition of the stock is subject to the terms set forth in the preceding subsection, then the stock certificates shall also bear that legend when the trustee distributes those shares of S corporation stock to a beneficiary.

7.14 **POWER TO COMBINE TRUST ASSETS:** Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of the trusts may be combined for bookkeeping purposes and held for the trust beneficiary without physical division into separate trusts until time of distribution.

7.15 **EARLY TERMINATION OF TRUSTS:** The trustee shall have the power, in the trustee's discretion, to terminate any trust created under this trust instrument whenever the fair market value of the trust falls below \$100,000 (one hundred thousand dollars), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical. Continuing administration shall be uneconomical if the trustee determines that, with reference to the trust fee schedules then in effect for corporate fiduciaries in the area in which the trust is being administered, the trust would be subject to the minimum trust administration fees of those fiduciaries, regardless of the value of the trust. On termination, the trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust.

7.16 **DIVISION OR DISTRIBUTION IN CASH OR KIND:** In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution.

7.17 **PAYMENTS TO LEGALLY INCAPACITATED PERSONS:** If at any time any trust beneficiary is a minor, or it appears to the trustee that any trust beneficiary is incapacitate, incompetent, or for any other reason not

able to receive payments or make intelligent or responsible use of the payments, then the trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons as the trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. The receipt of payment by any of the foregoing shall constitute a sufficient acquittance of the trustee for purposes.

7.18 **TRUSTEE'S LIABILITY:** No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from the trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for acts or omissions of any co-trustee, predecessor trustee, or agent employed by the trustee.

7.19 **WRITTEN NOTICE TO TRUSTEE:** Until the trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been effected by that event.

## ARTICLE EIGHT

### CONCLUDING PROVISIONS:

8.1 **PERPETUITIES SAVING CLAUSE:** Notwithstanding any other provision of this instrument, every trust created by this instrument shall terminate no later than twenty-one (21) years after the death of the last survivor of the settlor's issue who are alive at the creation of the trust. For purposes of this perpetuities savings clause, a trust shall be deemed to have been created on the date the trust becomes irrevocable or the date of the death of the settlor, whichever occurs first. If a trust is terminated under this section, the trustee shall distribute all of the principal and undistributed income of the trust to the income beneficiaries of the trust in the proportion in which they are entitled (or eligible, in the case of discretionary payments) to receive income immediately before the termination. If that proportion is not fixed by the terms of the trust, the trustee shall distribute all of the trust property to the persons then entitled or eligible to receive income from the trust outright in a manner that, in the trustee's opinion, will give effect to the intent of the settlor in creating the trust. The trustee's decision is to be final and incontestable by anyone.

8.2 **SURVIVORSHIP REQUIREMENT:** For the purposes of this instrument, a beneficiary shall be deemed not to have survived the settlor if that beneficiary dies within sixty days after the settlor's death.

8.3 **NO CONTEST CLAUSE/RESOLUTION OF CONFLICTS:** If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly contests this instrument, any amendment to this instrument, or the will of the settlor in whole or in part, or opposes, objects to, or seeks to invalidate any of the provisions of this instrument or the will of the settlor, or seeks to succeed to any part of the estate of the settlor other than in the manner specified in this instrument or in the will of the settlor, then the right of that person to take any interest given to him or her by this instrument or any amendment to this instrument shall be void and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlor without issue, and the trustor agrees and instructs the trustees to give and bequeath the sum of \$1.00 (one US Dollars) only in lieu and in place of any other benefit or interest which that person or entity may have had in the trust its estate or the will.

Any Conflict or Dispute with any Third Party who is an interested party herein shall be resolved through mediation. The mediator shall be selected through the American Arbitration Association and mediation shall take place in the city of the location of the residence of the Trustor. If mediation is not able to resolve the dispute and a mediation agreement is not entered into and executed by the parties in dispute, then the parties shall take their dispute to Arbitration following the rules and procedure of the American Arbitration Association with arbitration taking place in the city of the location of the residence of the Trustor, and the third party arbitrator agreed to from a list of arbitrators agreed to by both parties.

The terms Settlor(s) and Trustor(s) have been used interchangeably in this document and for the purposes of

interpretation of the document shall mean the same thing.

8.4 **DEFINITIONS OF DEATH TAXES, DEBTS, AND EXPENSES:** As used in this instrument, the following definitions apply:

(a) **DEATH TAXES:** This term shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in the estate of the settlor or by reason of the settlor's death, including penalties and interest, but excluding the following: (i) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and (ii) any federal or state tax imposed on any generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by this instrument.

(b) **DEBTS AND EXPENSES:** This term shall include the following: (i) all costs, expenses of litigation, counsel fees, or other charges that the trustee incurs in connection with the determination of the amount of the death taxes, interest, or penalties referred to in subsection (a) of this section; and (ii) legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

8.5 **DEFINITION OF INCAPACITY:** As used in this instrument "incapacity" or "incapacitated" means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following:

- (a) Provide property for that person's own needs for physical health, food, clothing, or shelter, or
- (b) Manage substantially that person's own financial resources, or resist fraud or undue influence.

8.6 **DEFINITION OF EDUCATION:** As used in this instrument, the term "education" refers to the following:

- (a) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;
- (b) Undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;
- (c) Specialized formal or informal training in music, the state, the handicrafts, or the arts, whether by private instruction or otherwise, and
- (d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training or otherwise.

8.7 **CAPTIONS:** The captions appearing in this instrument are for the convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

8.8 **SEVERABILITY CLAUSE:** If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of the instrument shall be construed as if the invalid provision had not been included.

8.9 **CALIFORNIA LAW TO APPLY:** All questions concerning the validity, interpretation, and administration of this instrument, including any trusts created under this instrument shall be governed by the laws of the state of California, regardless of the domicile of any trustee or beneficiary.

8.10 **GIFTS TO BENEFICIARIES:** For any gift to BENEFICIARIES INDICATED BY the settlor that is made in this instrument, those BENEFICIARIES shall be determined as INDICATED BY THE settlor IN THE TRUST OR PERSONAL PROPERTY LIST. IF ANY OF THE BENEFICIARIES INDICATED HEREIN MIGHT PREDECEASE THE SETTLOR, THEIR GIFT (IF SPECIFIC) IS TO BE CONSIDERED RESIDUE OF THE TRUST AND TO BE SOLD TO PROVIDE VALUE FOR DISTRIBUTION TO THE REMAINING BENEFICIARIES PURSUANT TO THEIR PERCENTAGE INTEREST IN THE RESIDUE OR REMAINING VALUE OF THE TRUST'S PROPERTY FOR DISTRIBUTION.

ARTICLE NINE

SIGNATURE AND EXECUTION:

9.1 EXECUTION: I certify that I have read the foregoing declaration of trust and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As trustee of the trusts created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As settlor of the trusts created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

Executed on this date: 11 SEPT 13 at: RANCHO MIRAGE, CALIFORNIA

By: Settlor:

Terry Paul Arnett  
TERRY PAUL ARNETT

By: Trustee:

Terry Paul Arnett  
TERRY PAUL ARNETT

ACKNOWLEDGMENT

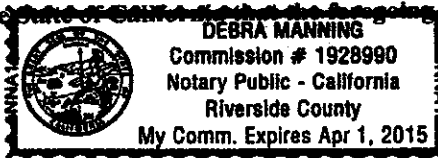
STATE OF CALIFORNIA       )  
  ) ss  
COUNTY OF: RIVERSIDE    )

On September 11, 2013 before me, Debra Manning  
a Notary Public, personally appeared: Terry Paul Arnett  
, who proved to me on basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Debra Manning



(SEAL)