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
Wheck box if partial sale of property
(See back of last page for instructions)

| [0. Check box if partial sale of property | If multiple owners, list percentage of ownership next to name. |  |
| :---: | :---: | :---: |
| 1 Name William D. Shetton | Name Blue Mountain Artisans Guild |  |
| Vickie S. Shelton <br> Mailing Address PO Box 318 <br> City/State/Zip Pomeroy WA 99347-0318 <br> Phone No. (including area code)(509) 843-3069 |  | -1350 |
| 3 Send all property tax correspondence to: $\square$ Same as Buyer/Grantee | List all real and personal property tax parcel account numbers - check box if personal property | List assessed value(s) |
| Name <br> Mailing Address <br> City/State/Zip $\qquad$ <br> Phone No. (including area code) $\qquad$ | $1-050-03-002-1260$ $\square$ <br>  $\square$ <br>  $\square$ | -N/A - |

Street address of property: 745 Main Street
This property is located in Pomeroy
$\square$ 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)
East half of the West 34 feet of the East 57 feet of Lot 3 in Block 3 of the Original Town of the City of Pomeroy

Select Land Use Code(s):
79 - Other cultural, entertainment, and recreational
enter any additional codes: 69
(See back of last page for instructions)
Is this property exempt from property tax per chapter
YES NO
84.36 RCW (nonprofit organization)?

Is this property designated as forest land per chapter 84.33 RCW ?
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 ?

Is this property receiving special valuation as historical property per chapter 84.26 RCW ?

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 $\square$ does $\square$ does not qualify for continuance.

## 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

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

- None -

If claiming an exemption, list WAC number and reason for exemption:
WAC No. (Section/Subsection) - N/A -
Reason for exemption

- N/A -

Type of Document Statutory Warranty Deed
Date of Document 3/30/12

| Gross Selling Price $\$$ | $20,000.00$ |  |
| ---: | ---: | ---: |
| *Personal Property (deduct) $\$$ | 0.00 |  |
| Exemption Claimed (deduct) $\$$ | 0.00 |  |
| Taxable Selling Price $\$$ | $20,000.00$ |  |
| Excise Tax : State $\$$ | 256.00 |  |
| 0.0025 | Local $\$$ | 50.00 |
| *Delinquent Interest: State $\$$ | 0.00 |  |
| Local $\$$ | 0.00 |  |
| *Delinquent Penalty $\$$ | 0.00 |  |
| Subtotal $\$$ | 306.00 |  |
| *State Technology Fee $\$$ | 5.00 |  |
| *Affidavit Processing Fee $\$$ | 0.00 |  |
| Total Due $\$$ | 311.00 |  |
| $C K$ |  |  |

A MINIMUM OF S10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

| I CERTIFY UNDER PENALTY OFPERJUUY THAT THE FOREGOING IS TRUE AND CORRECT. |  |
| :---: | :---: |
| Signature of Grantor or Grantor's Agent | Signature of Grantee or Grantee's Agent Marym. Oleschusèr |
| Name (print) Vickie S. Sheiton | Name (print) Mary M. Flerchinger |
| Date \& city of signing: 30 March 2012 - Pomeroy WA | Date \& city of signing: 30 March 2012 - Pomeroy WA |

Perjury: Perjury is a class $C$ felony which is punishable by imprisonment in the statacorrectionalinstitution 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 dolm 5,00 , OQ) or by both mprispment and fine (RCW 9A. 20.020 (1C)).
REV 840001 ae (11/30/11)
THIS SPAC F TREASURER'S USEON Y
MAR 302012
COUNTY TREASURER

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

See back of last page for instructions)


$$
\text { Street address of property: } 58 \text { Ledgerwood Road, Pomeroy, Washington }
$$

This property is located in Garfield
$\square$ 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)

Part of the SWI/4SEI/4 of Section 9 and of the NW1/4NE1/4 of Section 16, Township 11, N.R. 43 W.M., Garfield County, more particularly described on the attached legal description.


## *

Signature of
Granter or Granter's Agent:

Signature of

## Name (Print): Patrick F. Ledgerwood

 Name (Print): Thomas L. Ledgerwood, Agent
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 (IC)) REV 84 0001a inst. (11/30/1)

## REAL ESTATE EXCISE TAX

 SUPPLEMENTAL STATEMENTThis form must be submitted with the Real Estate Excise Tax Affidavit (FORM REV 840001 A) 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 documentation 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 mstitution 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):

## $\square$ DATE OF SALE: (WAC 458-61A-306(2))

I, (print name) $\qquad$ certify that the
(type of instrument), dated $\qquad$ , was delivered to me in escrow by
$\qquad$ ign below and indicate name of firm. $\qquad$
(seller's name). NOTE: 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.
Reasons heid in escrow:

Signature
Firm Name
2. GIFTS: (WAC 458-61A-201) The gift of equity is non-taxable; however, any consideration received is not a gift and is taxable. The value exchanged or paid for equity plus the amount of debt equals the taxable amount. One of the boxes below must be checked. Both Grantor (seller) and Grantee (buyer) must sign below.
Grantor (seller) gifts equity valued at \$ $\qquad$ to grantee (buyer).
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 considerationGrantor (seller) has made and will continue to make all payments after this transfer on the total debt of $\$$ $\qquad$ and has received from the grantee (buyer) \$
(include in this figure the value of any items received in exchange for property). Any consideration received by grantor is taxable.
Grantee (buyer) will make payments on $\qquad$ .$\%$ of total debt of \$ for which grantor (seller) is liable and pay grantor (seller) \$ $\qquad$ (include in this figure the value of any items received in exchange for property). Any consideration received by grantor is 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.Grantor (seller) has made and will continue to make $100 \%$ of the payments on total debt of $\$$ and has not received any consideration towards equity. No tax is due.Grantee (buyer) has made and will continue to make $100 \%$ of the payments on total debt of $\$$ and has not paid grantor (seller) any consideration towards equity. No tax is due.Grantor (seller) and grantec (buyer) have made and will continue to make payments from joint account on total 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
$\checkmark \mathrm{NO}$
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


## IRS "TAX DEFERRED" EXCHANGE (WAC 458-61A-213)

, (print name) $\qquad$
$\square$ , certify that I am acting as an Exchange Facilitator in transferring
real property to pursuant to IRC Section 1031, and in accordance with WAC 458-61A-213
NOTE: Exchange Facilitator must sign below.

[^0]Submit to County Treasurer of the county in which property is located.

## Mobile Home <br> Real Estate Excise Tax Affidavit

6817. 

Chapter 82.45 RCW
Chapter 458-61A WAC

This form is your receipt when stamped by cashier.

FOR USE WHEN TRANSFERRING TITLE TO MOBILE HOME ONLY


REAL PROPERTY
PARCEL or ACCOUNT NO. 50000000000170000 LIST ASSESSED VALUE (S): \$

PERSONAL PROPERTY
LIST ASSESSED VALUE (S): \$


I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.


Signature of


Date \& Place of Signing: $4 / 2 / 12$ Pomeray WA.
WAC No. (Sec/Sub)
WAC number \& title:

WAC Title
A MINIMUM OF $\$ 10.00$ IS DUE IN FEE (S) AND/OR TAX.


If, in selling (or otherwise transferring ownership of) a mobile home which possesses a tax lien, the seller does not inform the buyer (new owner) of such a lien, the seller is guilty of deliberate deception as it applies to Fraud and/or Theft as defined in Title 9 and 9A RCW (RCW 9.45.060, RCW 9A. 56.010 (4d), and RCW 9A.56.020).


KAREN ROOSEVELT GARFIELD COUNTY TREASURER:


I Byron E. Walters sell harry Boyd $110 \times 60$ MHRETUE TOTHER FOR THE SUM OF $\$ 200^{\circ 00}$ AS -IS Conoirial.
Bayes s. Water

## REAL ESTATE EXCISE TAX AFFIDAVIT

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$\square$ Check box if partial sale of property



Name Edward D. SULLivan

Send all property tax correspondence to: X Same as Buyer/Grantee
Name
Mailing Address
City/State/Zip $\qquad$
Phone No. (including area code) $\qquad$
 all real and personal property tax parcel account - check box if personal property 000

Street address of property: $\qquad$ county OR within $\square$ city of Pomeroy
This properyis roseate in $\square$ minioupenemed Garfield
$\square$ 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)

enter any additional codes
(See back of last page for instructions)
YES NO
Is this property exempt from property tax per chapter $\square$ 84.36 RCW (nonprofit organization)?

List all personal property (tangible and intangible) included in selling price ll buildings and sTructures located on said property

If claiming an exemption, list WAC number and reason for exemption:
WAC No. (Section/Subsection) 458-614-203 (1)
Reason for exemption
Establish seperate property

Type of Document


Gross Selling Price $\$$

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

A MINIMUM OF $\$ 10.00$ IS DUE IN FEES) 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 onestome- A.Sulum Name (print) Constance D. SullivAN Date \& city of signing: $4 / 2 / 20 / 2$

Signature of
Grantee or Grantee's Agent 6 clare Name (print) Edward D, SuLLivan' Date \& city of signing: $\quad 01 / O 2 / 2012$
 a fine in an amount fixed by the court of not more than five thous

REV 840001 a ( $04 / 30 / 09$ ) 11240 OnO 00 ), or by bol imprisonment and fine (RCW 9A. 20.020 (lC)).


THE ABOVE SPACE PROVIDED FOR RECORDERS USE ONLY PREPARED BY:
Edward D. Sullivan
314 23rd. Street
Pomeroy, Washington 99347
WHEN RECORDED RETURN TO:
Edward Di 5allivan
314 23rd. Street
Pomeroy, Washington, 99347

## QUIT CLAIM DEED

On April 02, 2012 THE GRANTOR(S),

- Constance Darlene Sullivan and Edward Dee Sullivan, a married couple, for and in consideration of: One Dollar (\$1.00) and other good and valuable consideration conveys, releases and quit claims to the GRANTEE(S):
- Edward D.Sullivan and N/A, a married couple, residing at 314 23rd street, Pomeroy, Garfield County, Washington 99347
the following described real estate, situated in Pomeroy, in the County of Garfield, State of Washington:
(legal description): all \& Port. VAC.St., Blk. 73 Depot Addition, all Blk. 71 Depot Addition, all Blk. 70 Depot Addition .

Grantor does hereby grants, bargain and sell all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax Parcel Number: 10547300010000000 -1-547100011000000,10547000012000000
Mail Tax Statements To:
Edward D. Sullivan
314 23rd. street
Pomeroy, Washington 99347

REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW - CHAPTER 458-61A WAC
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(See back of last page for instructions)
$\square$ Check box if partial sale of property

City/State/Zip POMROY, WA 99347
Phone No. (including area code)
Send all property tax correspondence to:
Name
Mailing Address
City/State/Zip $\qquad$
Phone No. (including area code)
-


Name GWEN G. JENNINGS

## Mailing Address Po 80X 606

City/State/Zip POMEROY, WA 99347
Phone No. (including area code)


Street address of property $\qquad$
$\square$ 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 10 IN BLK 7 OF MULKEY'S ADDITION TO THE CITY OF POMEROY

Select Land Use Code (s):
11 - Household, single family units
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)?

Is this property designated as forest land per chapter 84.33 RCW ?
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 ?
Is this property receiving special valuation as historical property per chapter 84.26 RCW?
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 $\square$ does $\square$ does not qualify for continuance.

## 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 owners) 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

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-201
Reason for exemption
GIFT

Type of Document QUIT CLAIM DEED OF GIFT
Date of Document 3/20/12
Gross Selling Price \$ 0.00
*Personal Property (deduct) \$
Exemption Claimed (deduct) $\$$

| Taxable Selling Price $\$$ | 0.00 |
| :---: | :---: |
| Excise Tax : State $\$$ | 0.00 |
| 0.0025 | 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 |

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


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

Grantee or Grantee's Agent
Name (print) GWEN G. JENNINGS
Date \& city of signing: 03/20/11 POMEROY
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 brimprisenment and fine (RCW 9A. 20.020 (IC)).
REV 84 0001 ae (11/30/11)


Real Estate Excise Tax<br>Supplemental Statement

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 (IC)).

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) $\qquad$ certify that the
(type of instrument), dated $\qquad$ , 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 nontaxable; 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. $\square$ Grantor (seller) has made and will continue to make all payments after this transfer on the total debt of \$ $\qquad$ 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. $\square$ Grantee (buyer) will make payments on total debt of \$ $\qquad$ for which grantor (seller) is liable and pay grantor (seller) \$ $\qquad$ (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
3. X There is no debt on the property; Granter (seller) has not received any consideration towards equity. No tax is due.
4. Granter (seller) has made and will continue to make $100 \%$ of payments on total debt of $\qquad$ and has not received any consideration towards equity. No tax is due.
5. Grantee (buyer) has made and will continue to make $100 \%$ of payments on existing debt and has not paid granter (seller) any consideration towards equity. No tax is due.
6. 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 granter (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.

3. $\square$ IRS "TAX DEFERRED" EXCHANGE (WAC 458-61 A-213)

I, (print name) $\qquad$ certify that I am acting as an Exchange Facilitator in transferring real property to $\qquad$ to IRC Section 1031, and in accordance with WAC 458-61A213.
NOTE: Exchange Facilitator must sign below.

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

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

(See back of last page for instructions)


Street address of property: Ptn. Sections $31 \& 36,14-41$, , WA
This Property is located in $\boxtimes$ unincorporated Garfield

County OR within $\square$ city of
$\square$ Check box if any of the listed parcels are being segregated from another parcel, are part of 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)
Per Attached



## EXHIBIT "A"

## LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 36, Township 14 North, Range 41 E.W.M., Garfield County, Washington, more particularly described as follows: Commencing at the Southeast corner of said Northeast Quarter; thence North along the East line of said Section 36 a distance of 718.26 feet to the True Point of Beginning, said point being on the centerline of the County Road; thence South $64^{\circ} 40^{\prime} 00^{\prime \prime}$ West along said centerline a distance of 664.82 feet; thence North $41^{\circ} 51^{\prime} 09^{\prime \prime}$ West 30.43 feet to a point on the North right of way line of the County Road; thence North $24^{\circ} 35^{\prime} 49^{\prime \prime}$ East 241.04 feet; thence North $53^{\circ} 20^{\prime} 13^{\prime \prime}$ East 523.87 feet; thence North $13^{\circ} 43^{\prime} 14^{\prime \prime}$ East 195.60 feet; thence North $25^{\circ} 14^{\prime} 21^{\prime \prime}$ West 172.61 feet; thence North $51^{\circ} 18^{\prime} 01^{\prime \prime}$ West 204.07 feet; thence North $36^{\circ} 26^{\prime} 36^{\prime \prime}$ West 521.46 feet; thence South $86^{\circ} 04^{\prime} 06^{\prime \prime}$ West 345.91 feet; thence North $06^{\circ} 05^{\prime} 03^{\prime \prime}$ West 784.67 feet to a point on the North line of said Section 36 ; thence North $89^{\circ} 54^{\prime} 00^{\prime \prime}$ East along said North line a distance of 1025.13 feet to the Northeas corner of said Section 36; thence South along the East line of said Section 36 a distance of 1921.74 feet to the place of beginning.

ALSO, that part of Section 36, Township 14 North, Range 41 E.W.M., Garfield County, Washington, lying South and East of County Roads (Bratcher Grade and Washboard Roads).

The Southwest Quarter of Section 31, Township 14 North, Range 42 E.W.M., Garfield County, Washington, EXCEPT the following described tract: Beginning at the Southwest corner of said Section 31; thence North on the Section line 693.00 feet; thence South $33^{\circ} 10^{\prime} 00^{\prime \prime}$ East 444.18 feet; thence South $67^{\circ} 35^{\prime} 00^{\prime \prime}$ East 742.50 feet to the South line of said Section 31 ; thence along the South line South $87^{\circ} 10^{\prime} 00^{\prime \prime}$ West 929.28 feet to the point of beginning.

EXCEPT public road rights of way.
Parcel Nos. 2-014-41-036-1000; 2-014-42-031-3000

SUBJECT TO: 2012 Real property taxes.
SUBJECT TO: Said lands have been reclassified as open space, for tax purposes. They will be subject to further taxation and interest thereupon as provided by Chapter 84.34 RCW upon withdrawal from such classification or change in use, and in some cases such classification may be withdrawn unless the new owner furnishes the assessor a "Notice of Compliance" within sixty days of a sale or transfer.

SUBJECT TO: rights reserved in federal patents or state deeds, reservations, restrictions, land use and zoning laws, plat dedications, and restrictive and protective covenants, easements and rights-of-way of record or in apparent use; and existing or future municipal, county, state or other governmental or quasi-governmental assessments.

PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT
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)



Send all property tax correspondence to: $\bar{\square}$ Same as Buyer/Grantee
Name
Mailing Address
City/State/Zip $\qquad$


Street address of property: 1019 Arlington Street - Pomeroy, WA 99347
This property is located in Garfield County
$\square$ 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)
LOTS 4 AND 5 IN BLOCK SIX AND THE EAST THIRTY FEET OF LOT ONE IN BLOCK SEVEN ALL IN POTTER'S ADDITION TO THE CITY OF POMEROY, GARFIELD COUNTY, STATE OF WASHINGTON

Select Land Use Code (s):
72 - Public assembly
enter any additional codes:
(See back of last page for instructions)
YES NO
Is this property exempt from property tax per chapter $\square$ 84.36 RCW (nonprofit organization)?

## 6

YES NO
Is this property designated as forest land per chapter 84.33 RCW?
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 ?
Is this property receiving special valuation as historical property per chapter 84.26 RCD?
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 $\square$ does $\square$ does not qualify for continuance.

## 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

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-201(i)
Reason for exemption
No debt against property. Gift to a non-profit organization.

Type of Document Quit Claim Deed
Date of Document $4-3-12$
Gross Selling Price $\$$ $\qquad$
*Personal Property (deduct) $\$$ $\square$
Exemption Claimed (deduct) $\$$ $\square$

| Taxable Selling Price $\$$ | 0.00 |  |
| ---: | ---: | ---: |
| Excise Tax : State $\$$ | 0.00 |  |
| 0.0025 | Local $\$$ | 0.00 |
| *Delinquent Interest: State $\$$ |  |  |
| Local $\$$ |  |  |
| *Delinquent Penalty $\$$ |  |  |
| Subtotal $\$$ | 0.00 |  |
| *State Technology Fee $\$$ | 5.00 |  |
| *Affidavit Processing Fee $\$$ |  |  |
| Total Due $\$$ | 10.00 |  |

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


I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.
Signature of
Granter or Granter's Agent


Name (print) Donald H. Detrick, Secretary


Name (print) Dave E. Cole, Vice-President
Date \& city of signing:
Perjury: Perjury is a class $C$ felony which is punishable by imprisonmentithestate orectionalinstipation 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 dollar (s 50000010 open both i ip isonifempand fine (RCW 9A.20.020 (1C)).
REV 84 0001ae ( $11 / 30 / 11$ )
THIS SPACE

# REAL ESTATE EXCISE TAX SUPPLEMENTAL STATEMENT 

(WAC 458-61A-304)
This form must be submitted with the Real Estate Excise Tax Affidavit (FORM REV 840001 A ) 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 documentation 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 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. $20.020(1 \mathrm{C})$ ).

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

1. $\square$ DATE OF SALE: (WAC 458-61A-306(2))

I, (print name) $\qquad$ certify that the $\qquad$
(type of instrument), dated $\qquad$ , was delivered to me in escrow by
(seller's name). NOTE: 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.
Reasons held in escrow: $\qquad$

## Signature

Firm Name
2. GIFTS: (WAC 458-61A-201) The gift of equity is non-taxable; however, any consideration received is not a gift and is taxable. The value exchanged or paid for equity plus the amount of debt equals the taxable amount. One of the boxes below must be checked. Both Grantor (seller) and Grantee (buyer) must sign below.
Grantor (seller) gifts equity valued at \$ $\qquad$ to grantee (buyer).
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. $\qquad$ \$ $\qquad$ and has received from the grantee (buyer) $\$$
(include in this figure the value of any items received in exchange for property). Any consideration received by grantor is taxable.
2. Grantee (buyer) will make payments on $\qquad$ \% of total debt of \$ $\qquad$ for which grantor (seller) is liable and pay grantor (seller) \$ $\qquad$ (include in this figure the value of any items received in exchange for property). Any consideration received by grantor is taxable.
B: Gifts without consideration
3. $\boxed{\square}$ There is no debt on the property; Grantor (seller) has not received any consideration towards equity. No tax is due.
4. $\square$ Grantor (seller) has made and will continue to make $100 \%$ of the payments on total debt of $\$$ and has not received any consideration towards equity. No tax is due.
5. Grantee (buyer) has made and will continue to make $100 \%$ of the payments on total debt of $\$$ and has not paid grantor (seller) any consideration towards equity. No tax is due.
6. $\square$ $\square$ Grantor (seller) and grantee (buyer) have made and will continue to make payments from joint account on total 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?YESNO (If yes, please call (360) 570-3265 to see if this transfer is taxable). 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

3. $\square$ IRS "TAX DEFERRED" EXCHANGE (WAC 458-61A-213)

I, (print name) $\qquad$ certify that I am acting as an Exchange Facilitator in transferring real property to $\qquad$ pursuant to IRC Section 1031, and in accordance with WAC 458-61A-213.
NOTE: Exchange Facilitator must sign below.

PYE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW - CHAPTER 458-61A WAC
This form is your receipt
THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED
(See back of last page for instructions)
$\square$ Check box if partial sale of property


Phone No. (including area code)(206) 972-2463
Send all property tax correspondence to: $\square$ Same as Buyer/Grantec
Name
Mailing Address
City/State/Zip
$\qquad$

Phone No. (including area code)

If multiple owners, list percentage of ownership next to name. 2 Name PARLET, WILLIAM D. - 50\% List all real and personal property tax parcel account
numbers -check box if personal property 2-013-43-016-2001 2-013-43-016-2002 2-012-43-001-2001 2-012-43-001-2002

List assessed values)
764,290

Street address of property:
This property is located in Garfield County
$\square$ 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)
Additional real property tax parcel numbers: 2-013-43-035-4001; 2-013-43-035-4002; 2-013-43-035-4003; 2-012-43-001-4001;
2-012-43-001-4002; 2-012-43-001-4003; 2-012-43-012-2001; 2-012-43-012-2002; 2-012-43-012-2003.
SEE FULL LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO.

Select Land Use Codes)
83 - Agriculture classified under current use chapter 84.34 RCW
enter any additional codes: 94
(See back of last page for instructions)
YES NO
Is this property exempt from property tax per chapter
$\square \square$ 84.36 RCW (nonprofit organization)?


Is this property designated as forest land per chapter 84.33 RCW?
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 ?
Is this property receiving special valuation as historical property
$\square \square$ per chapter 84.26 RCD?
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 0 does $\square$ does not qualify for continuance.
Khania Vordenemeaggex
DEPUTY ASSESSOR
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owners) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due additional tax calculated pursuant to chapter
and payable by the seller or transferor at the time of sale.


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-202
Reason for exemption
Inheritance or devise

Type of Document Deed of Personal Representative Date of Document Sgot.1,2011

Gross Selling Price $\$$
*Personal Property (deduct) \$
Exemption Claimed (deduct) \$ $\qquad$


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

## THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of
Grantee or Grantee's Agent PARLET Name (print) MICHAEL L. PARLET
Date \& city of signing: $4 / 4 / 2012$ $\qquad$
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 thousandollars $\%, 000.00$, of brebthimerrisonment and fine (RCW 9A.20.020 (1C)).

REV 84000 ae ( $2 / 22 / 10$ )

Return to:


# DEED OF PERSONAL REPRESENTATIVE 

Reference Number(s) of Documents Assigned or Released:
Grantor(s):

1. PARLET, MICHAEL L., Personal Representative
2. ESTATE OF CECIL R. PARLET

Grantee(s):

1. PARLET, MICHAEL L.
2. PARLET, WILLIAM D.

Abbreviated Legal Description; NW $1 / 4$ Sec 16, T13N, R 43, E.W.M.; Gov't Lts. 3 \& 4, S $1 / 2$ NW $1 / 4$ Sec 1, T12N, R 43, E.W.M.; SE $1 / 4$ Sec 35, T13N, R43, E.W.M.; SE 1/4 Sec 1, T12N, R43, E.W.M.; N 1/2 NW 1/4 Sec 12, T12N, R43 E.W.M.

Full Legal is on pages 1 and 2 of Document
Assessor's Property Tax Parcel Number(s): 2-013-43-016-2001; 2-013-43-016-2002; 2-012-43-001-2001; 2-012-43-001-2002; 2-013-43-035-4001; 2-013-43-035-4002; 2-013-43-035-4003; 2-012-43-001-4001; -012-43-001-4002; 2-012-43-001-4003; 2-012-43-012-2001; 2-012-43-012-2002; 2-012-43-012-2003.

THE GRANTOR, MICHAEL L. PARLET, Personal Representative of the Estate of Cecil R. Parlet, deceased, in distribution of the assets of said Estate, hereby conveys and quitclaims unto THE GRANTEES, MICHAEL L. PARLET and WILLIAM D. PARLET, in equal undivided interests; as tenants in common, all of said Estate's right, title and interest in the following-described real estate situated in Garfield County, Washington, together with all after acquired title of Grantor, to-wit:

1. The Northwest Quarter of Section 16, Township 13 North, Range 43 E.W.M.,

EXCEPT rights-of-way for county roads
2. Government Lots 3 and 4, and the South Half of the Northwest Quarter of Section 1, Township 12 North, Range 43 E.W.M.,

EXCEPT beginning at the center of said Section 1, thence running North on the one-half section line 502 feet, thence deflect left $100^{\circ}$ a distance of 423 feet, thence deflect left $34^{\circ}$ a distance of 635 feet to a point on the East-West center line of said Section 1, thence deflect left $136^{\circ} 50^{\prime}$ along said center line a distance of 873.6 feet to place of beginning.
3. The Southeast Quarter of Section 35, Township 13 North, Range 43, E.W.M.

AND that part of the Northwest Quarter of Section 1, more particularly described as follows:

Beginning at the center of Section 1; thence north on the one-half section line 502 feet; thence deflect left $100^{\circ}$ a distance of 423 feet, thence deflect left $34^{\circ}$ a distance of 635 feet to a point on the East-West center line of said Section 1, thence deflect left $136^{\circ} 50^{\prime}$ along said center line a distance of 873.6 feet to place of beginning.
5. The North Half of the Northwest Quarter of Section 12, Township 12 North, Range 43, E.W.M.

EXCEPT that part of the Northeast Quarter of said Northwest Quarter more particularly described as follows:

Beginning at the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence north $00^{\circ} 06^{\prime}$ west 494.8 feet; thence south $42^{\circ} 14^{\prime}$ west 523.0 feet; thence south $31^{\circ} 29^{\prime}$ west 128.3 feet to the South line of said Northeast Quarter of the Northwest Quarter; thence north $89^{\circ} 45^{\prime}$ east, along said South line, 419.4 feet to the place of beginning.

ALSO the Southwest Quarter of the Northwest Quarter of said Section 12;
EXCEPT beginning at the Southeast corner of said Southwest Quarter of the Northwest Quarter; thence north 1023.2 feet; thence south $81^{\circ} 15^{\prime}$ west 182.5 feet; thence south $02^{\circ} 22^{\prime}$ east 500.0 feet; thence south $25^{\circ} 53^{\prime}$ west 190.0 feet; thence south $57^{\circ} 43^{\prime}$ west 413.0 feet; thence south $53^{\circ} 02^{\prime}$ west 178.6 feet; thence north $89^{\circ} 45^{\prime}$ east 734.3 feet to the place of beginning.

ALSO that part of the Southeast Quarter of the Northwest Quarter of said Section 12, more particularly described as follows:

Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12; thence north $89^{\circ} 45^{\prime}$ east, along the North line of said tract 834.0 feet; thence south $35^{\circ} 13^{\prime}$ west 228.0 feet; thence south $66^{\circ} 53^{\prime}$ west 129.0 feet; thence south $87^{\circ} 45^{\prime}$ west 474.0 feet; thence south $77^{\circ} 22^{\prime}$ west 113.3 feet; thence north 277.0 feet to the point of beginning, together with a strip of land 20.0 feet wide and 944.3 feet long, adjacent to the South and East boundaries of the above-described tract, said strip being an existing roadway.

ALSO that part of the Northwest Quarter of the Northeast Quarter of said Section 12, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section 12; thence south $89^{\circ} 52^{\prime}$ east, along the North line of said Section 1320.0 feet; thence south $77^{\circ} 36^{\prime}$ west 1351.0 feet to the West line of said Northeast Quarter; thence north $00^{\circ} 06^{\prime}$ west, along said West line 293.0 feet to the point of beginning.

EXCEPT public road rights of way
 <br> \section*{Tray ail and Testament} <br> \section*{Tray ail and Testament}

an

CECIL R. PARLET
09-4-00045 2
I, CECIL R. PARLET, of legal age, do hereby make, publish and declare this to be my Last $W i l l$ and Testament and $I$ hereby revoke all former wills and codicils I have mace. ARTICLE 1.

FAMILY
1.1 My immediate family consists of RITA A. PARIET, hereafter referred to as "my spouse," and our sons, MICHAEL L. PARLET and WILLTAM D. PARLET, hereafter referred to as "mY children."

ARTICLE 2.
DEBTS, EXPENSES AND TAXES
2.1 Except as otherwise provided herein, I direct my personal Representative to pay those of my just debts and funeral expenses as are required to be paid by law and to pay the expenses of probate as soon as practicable after my death. I further direct that such debts and expenses be paid from the residue of my estate, Notwithstanding the forgoing, if any item of property of my estate is subject to a mortgage, deed of trust, security agreement, lien or other encumbrance, the legatee or devisee taking such property shall take it subject to such encumbrance and shall not be entitled to have the obligation

Page 1 -- WILL

secured thereby paid out of my general estate; provided, that my Personal Representative shall pay each installment of principal and interest becoming due thereunder prior to distribution of such property to such legatee or devisee.
2.2 If my spouse survives me as hereinafter provided, I direct that all estate and inheritance taxes payable by reason of my death be paid from the assets passing to the trust referred to in Article 5. If my spouse does not so survive me, then $I$ direct that all such taxes be paid from the residue of my estate. 2.3 Nothing contained herein shall prohibit my Personal Representative, devisees, legatees, beneficiaries or all of them from electing or arranging to pay any debts, expenses or taxes in installments or under a deferral arrangement.

ARTICLE 3.
LIFE INSURANCE
3.1 I give and bequeath any interest that $I$ may have in life insurance on the life of my spouse to the Trustee of the trust established under the terms of Article 5. 3.2 If my spouse serves as Personal Representative of my estate, my spouse shall not exercise or have the right to exercise any rights of ownership in such life -insurance policies, either individually or as Personal Representative, except the execution of instruments necessary to vest all incidents of ownership in such policies to such legatees thereof.

Page 2 -WILL


## ARTICLE 4 <br> SPECIFIC DEVISES AND BEQUESTS

4.1

If my spouse survives me by at least five months, I give, devise and bequeath to my spouse all of my interest in automobiles and other family and recreational vehicles; household furniture, furnishings, utensils, silver, china, appliances, equipment and tools; jewelry and other personal effects; paintings and other works of art; books; bank checking and savings accounts in my spouse's name alone or in both of our names as joint tenants with right of survivorship; all other property owned by my spouse and me as joint tenants with right of survivorship; any real estate used by us as a personal residence; sporting equipment; boats, motors and trailers; my community interest in any property which was acquired by my spouse as my spouse's separate property; and all policies of property or liability insurance covering such property.
4.2

If my spouse survives me by five months, I further give, devise and bequeath all of the rest, residue and remainder of my property to my spouse.
4.3 If my spouse or my spouse's attorney-in-fact, personal representative or other authorized representative disclaims, in whole or in part, any property or interest in property which would otherwise pass to my spouse by reason of my death, whether under this Will or otherwise, then I give, devise and bequeath the property or interest therein disclaimed to the trustee named in Article 5, in trust, upon the terms and conditions set forth therein.

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Page 3 -- WILL
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## ARTICLE 5.

TRUST
5.1 Establishment of Trust. In the event of any disclaimer by my spouse pursuant to the terms of Article 4 , if an interest in a policy or policies of life insurance pass to Trustee under the terms of section 3.1 , or if my spouse does not survive me by five months and property passes to the trust provided for herein under the terms of Article 7 , the same shall be received, administered and distributed by the trustee named herein, hereafter referred to as "Trustee," in trust, however, upon the following terms and conditions.
5.2 Purpose. The purposes of this trust shall be to provide for the support in reasonable comfort, maintenance and health of my spouse until my spouse's death, and thereafter to provide for the reasonable care, support, maintenance and education of the children of any of my deceased children and to protect them from mismanagement and improvidence, until each receives his or her distributive share of the trust estate.
5.3 Proceeds of Life Insurance. Trustee shall include in the trust the proceeds of any retirement plan and life insurance policy Trustee receives as Trustee.

### 5.4 Distributions During Spouse's Lifetime.

5.4.1 Income. The net income of this trust shall be paid to my spouse until my spouse's death, in such amounts and at such intervals as Trustee may determine, but not less frequently than annually.
5.4.2 Principal. Trustee may, until my spouse's death, distribute principal of this trust for my spouse's benefit in such amounts and at such times as Trustee, in Trustee's sole discretion, deems consistent with the purposes of this trust, subject to the limitations of Section 5.9.2
following. In making such distributions, Trustee shall take into consideration, to the extent Trustee deems advisable, other income or resources of my spouse known to Trustee.

Distributions after Death of Spouse.
Division of Trust. Upon my spouse's death, in the trust shall be divided into equal shares, one share in the name name of each of my living children andiving a child or of each deceased child who has to this trust under other children. If property passes to thares for each of my provisions of this will, the sharest shall be maintained as grandchildren passing
5.5.2 Distributions to Children The share in the name of each of my living children shall 5.5.3 Distributions to Grandchildren. $\frac{\text { Divided into equal }}{\text { be }}$ name of a deceased child his then living children. Each shares, one for each of grandchild shall be distributed as share es
follows:

Prior to Termination. Trustee may 5.5.3.a $\frac{\text { prion income and principal of a }}{\text { net }}$ distribute the net inco such grandchild's benefit, in grandchild's share for such times as Trustee, in Trustee's such amounts and at such deems appropriate and consistent with sole discretion, deems approp All distributions shall the purposes of this income and then from principal. In first be made from income and trustee shall consider the making such distributresources and other sources of grandchild's needs, resourent known by Trustee. Any support available to during a trust fiscal year shall income not distributed to the principal of the be accumulated and
grandchild's share. Upon a 5.5.3.b $\frac{\text { Terminating }}{}$ grandchild attaining 30 years of age, his or her full grandchild be distributed to such grandchild. If any child for whom a Alternate Distribution. Inder this Article 5 dies 5.6 share has been maintained share leaving a child or separate share hastribution of said share shall be divided into prior to final ding, such child's share shailig children, each children sur, one for each of his then living 5.5.3 for the equal shares, one share to be his living child or children. share of said child benefit of his lif child or children, the sha trust share or not survived bolidated with my other child's or to his children if shall be consolidach other child if livingributed under the terms distributed's share has already been distribuld for whom a share such childs 5.5 .2 or 5.5.3. If any gran dies prior to final of sections maintained under this Article 5 dies prior shall be has been main of said share, such grandchild's share shar (s) and/or divided into equal shares for his or her livins brother

[^1]sister (s), each share to be distributed as provided in If such grandchild has no surviving brother or Section 5.5.3. direct that his or her share be distributed in the sister, then $I$ herein had such grandchild's parent who is my manner provided herein child at the time this trust was initially divided into shares under Section 5.5.1.
5.7 Disposition of Benefits. In making payments to or for my spouse or a grandchild, Trustee may use and apply said benefits himself, or in Trustee's sole discretion, may pay the same to the beneficiary, to his or her guardian, to the person with whom the beneficiary is residing or to a third party for the benefit of the beneficiary, without responsibility for the application thereof by the recipient.

## 5.8

Spendthrift Clause. The beneficial interest in principal or income hereunder of any beneficiary or beneficiaries shall not be subject to the claims of the respective beneficiary's creditors or others, nor to legal process, and shall not be voluntarily or involuntarily assigned, alienated or encumbered in any manner whatsoever.

## Powers of Trustee.

5.9.1 Subject to the limitations and restrictions hereinafter imposed, Trustee shall manage and control the trust property in accordance with the standards of a prudent businessman in the management of his own property. Trustee shall have all powers and authority given a trustee under the laws of the state of Washington. Without limiting the generality of the forgoing, Trustee shall have complete power and authority in Trustee's discretion, to retain assets received, whether or not the same produce income or are likely to appreciate in value; to sell, convey, exchange, lease or encumber trust property on such terms and conditions as Trustee deems advisable; to invest and reinvest the assets in properties of all kinds; to settle and compromise claims on such terms as Trustee deems advisable; to enter into and conclude mergers, consolidations and/or reorganization agreements affecting any asset or assets at any time held in the trust estate; and to participate in the establishment of a partnership, sale or exchange of partnership assets, dissolution and liquidation of a partnership or corporation, incorporation of a partnership or any other arrangement or rearrangement of a partnership or corporation. Trustee may cause any securities or other property held to be registered and held in bearer form, in the name of a nominee or in unregistered form and may vote in person or by proxy at corporate or other meetings. Trustee may borrow money for any purposes Trustee deems necessary or desirable and may mortgage, pledge, grant security interesime forming a part of the trust or personal property at any time for

Page 6 -- WILL

estate and may loan money of the trust estate to a beneficiary or third party, all upon such terms and conditions as Trustee deems advisable; provided, that the same be for the benefit of the trust estate. Subject to the terms of section 5.9.2 following, if more than one party is serving as Trustee, I hereby empower such co-Trustees to authorize in writing any one or more of them to execute checks, make deposits or withdrawals, issue instructions, negotiate instruments, execute documents and instruments, purchase, sell, exchange or lease trust assets, and otherwise transact business on behalf of the trust estate and all Trustees. If a bank serves as Trustee, it may hold funds in checking or savings accounts at said bank and may invest trust assets in interest-bearing instruments issued by said bank or any common trust fund established and maintained for the collective investment of fiduciary funds. In no event shall any person dealing with Trustee be obligated to see to the application of the purchase price or any other monies or properties disposed of or acquired by Trustee.

Trustee is authorized to make and participate in making elections pertaining to determination of the amount of or method of payment of federal estate and/or state inheritance taxes. Any partial or final division or distribution of the trust estate may be made by Trustee in kind, that is, in real estate, stocks, bonds, mortgages or other securities or property belonging to the trust estate, according to Trustee's absolute discretion, and such property shall be taken at the then market value or, if there be no readily ascertainable market value, at such value as Trustee may reasonably establish therefor. Trustee may employ agents, advisors and attorneys in the management of the trust property and delegate discretionary authority to them, and expenses therefor shall be borne by the trust estate. Trustee shall be entitled to reasonable compensation from time to time for Trustee's services.

Trustee is authorized to merge this trust and any trust share with any other trust or trust shares the provisions and beneficiaries of which are substantially the same as those contained herein. If no trustee is named herein to succeed a named trustee, the trustee acting shall have the authority to appoint a successor trustee in writing, and, if none is so appointed, the court having jurisdiction of this trust shall appoint a successor trustee.

Notwithstanding anything herein to the contrary, if Trustee determines that the continued administration of this trust or any trust share could be unduly burdensome or expensive to the beneficiaries thereof, Trustee is hereby authorized to transfer the assets of a beneficiary's share to the beneficiary thereof if be or she is 21 or older.


### 5.9.2 Limitations on Trustee's Powers.

### 5.9.2.a If $\quad$ IY spouse serves as co-Trustee, my

 spouse shall have no right, power or authority, as a Trustee, to distribute or vote for distribution of any trust principal, such power and authority being hereby vested exclusively and for all purposes in the other co-Trustee. In addition, my spouse shall have no right, power or authority to exercise or participate in the exercise of any rights of ownership in any policy of life insurance upon the life of my spouse owned by my trust estate, such rights, powers and authority being hereby vested exclusively and for all purposes in the other co-Trustee.5.9.2.b Subject to the limitations contained in Section 5.9.2.a above, as long as my spouse serves as a co-Trustee, my spouse shall have the exclusive power and authority to manage, but not make distributions of, all trust assets as though my spouse were the sole Trustee, including, without limitation, leasing, selling, exchanging, and purchasing trust assets, voting in person or by proxy all shares of stock and interests in any partnership, limited liability company or other business organization held as part of the trust estate, and issuing instructions to brokers with respect to any securities held as part of the trust estate.
5.10 Accounting. No bond or other security shall be required of Trustee. I hereby relieve Trustee from any duties imposed by law insofar as making reports and accounts are concerned, except that Trustee shall at all times maintain accurate records of trust income, gains, expenses and losses, and hold the trust books and records open and subject to inspection by the beneficiaries, their agents or lawful representatives, and upon written request from any of such persons, Trustee shall give such person a full, complete and accurate accounting of the trust estate, but shall not be required to annually value the assets of the trust estate. During the period of the trust, any capital gains obtained, stock dividends received, or discounts obtained shall be credited to the principal of the trust estate. In determining net income, Trustee shall make reasonable allowances for depletion and depreciation in accordance with good accounting practices. Trustee shall have the right and power to apportion income, deductions, losses and credits among the beneficiaries in such manner as Trustee, in Trustee's sole discretion, deems proper. The requirements or provisions of the Uniform Trustee's Accounting Act or any other trustee's accounting act under the laws of the state of Washington or any other laws of like or similar import are hereby waived.
5.11 Termination and Vesting. If any provision of this trust shall be a violation of the rule against perpetuities or any other rule restraining the accumulation of property or the disposition thereof, then in that event I direct, notwithstanding any other specific provision contained herein as to distribution or vesting, that the trust shall end one day prior to the end of the period permitted by law under said rule, on which date the undistributed principal and income shall vest in and be distributed to the person or persons entitled thereto in accordance with the other terms of this instrument.
5.12 Trustee. I hereby appoint my spouse and MICHAEL I. PARLET as co-Trustees. If MICHAEL L. PARLET is unable or unwilling to serve or continue to serve, I appoint WILLIAM D. PARLET as co-Trustee. If neither MICHAEL L. PARLET nor WILLIAM D. PARLET are able or willing to serve or continue to serve, I appoint such person, persons, bank or other party as my spouse or either of my sons serving as a Trustee shall designate in writing delivered to my Trustee or by will; provided, that my spouse may not designate herself and no person may designate a grandchild receiving income of my trust under the terms hereof. In the event neither of my said sons are able or willing to serve and no person, bank or other party is so designated, I appoint SEATTLE FIRST NATIONAL BANK, or its successor, as a Trustee. If my spouse is unable or unwilling to serve or continue to serve, I direct that the other co-Trustee serve as the sole Trustee. A successor Trustee shall have no obligation to determine the accuracy or propriety of any act or omission of my Personal Representative or of a predecessor Trustee and shall have no liability or obligations arising out of any act or omission occurring prior to assumption of the duties as Trustee.

## ARTICLE 6.

## BEQUEST AND DEVISE TO OTHERS

## 6.1

If my spouse does not survive me as hereinbefore
provided, subject to the terms of Section 4.3. I give, devise and bequeath all of the rest, residue and remainder of my property to my children, in equal shares, one share in the name of each of my children who survive me by five months, and one share in the name of each of my children who do not survive me by five months, but has one or more children who survive me (hereafter referred to as my "grandchild" or my "grandchildren"). I give, devise and
bequeath the share in the name of a deceased child of mine to his

Page 9-- WILL

children who survive me, in equal shares, by right of representation; provided, however, that if any grandchild to receive a share under this Section 6.1 is under 30 years of age at my death, then $I$ give, devise and bequeath such grandchild's share to my Trustee named in Article 5, in trust, upon the terms and conditions contained therein which are applicable to such grandchild or grandchildren.

ARTICLE 7.
PERSONAL REPRESENTATIVE
7.1 . I hereby appoint my spouse Personal Representative of this my Last Will and Testament. If my spouse does not act, then I appoint MICHABL I. PARt sT as Personal Representative. If MICHAEL L. PARLET does not act, then I appoint WILUIAM D. PARIET as Personal Representative. Said Personal Representative shall serve without bond and shall have unrestricted non-intervention powers.
7.2 My Personal Representative is authorized to make and participate in the making of elections concerning the method of valuing property of my estate, method of payment of estate, inheritance and income taxes, and allocation of administration expenses for income and estate tax purposes, and shall have no liability to my estate, heirs, legatees or devisees arising out of the making or failure to make such elections and allocations in good faith.
7.3 My Personal Representative is further authorized to cause any debt to be refinanced or renewed from time to time and with such collateral for its repayment as my Personal

Page 10 -- WILL


Representative deems advisable, taking into consideration the best interest of devisees, legatees and beneficiaries.

IN WITMESS WHEREOF, I have hereunto set my hand
this 6 day of December, 1995, at Pullman, Washington.

STATE OF WASHINGTON ;
County of Whitman ;

We who have as witnesses signed below, on oath state:
Each of us is of legal age and competent to be a witness. On the date shown immediately above, CECCIL R. PARLET appeared to be of sound mind, of legal age, and not acting under duress or undue influence. CECIL R. PARLET declared the foregoing instrument, consisting of eleven (11) typewritten pages, including this affidavit, to be his LAST WILI AND TESTAMENT, signed it in our presence, and requested that we sign as witnesses to this Will and to make this affidavit. Each of us then, in the presence of the Testator and each other, did sign below as witnesses to the Will and to make this affidavit.


SIGENED AND SWORN to before me
 1995, by $\qquad$


01/MLLO895)C:1

Page 11 -- WILL

REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW - CHAPTER 458-61A WAC
PRINT CHAPTER 82.45 RCW - CHAPTER 458-61A WAC W
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
Name JAMES LYERLY \& JOAN LYERLY

Mailing Address 99 HILL ST
City/State/Zip POMEROY, WA 99347
Phone No. (including area code)
Send all property tax correspondence to: $\square$ Same as Buyer/Grantee
Name
Mailing Address
City/State/Zip
Phone No. (including area code) $\square$

Street address of property: 99 HILL STREET
This property is located in Pomeroy
$\square$ 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) ALL OF BLOCK 17 IN WILSON'S ADDITION TO THE CITY OF POMEROY

Select Land Use Code(s):
11 - Household, single family units
enter any additional codes:
(See back of last page for instructions)

Yes NO
Is this property exempt from property tax per chapter $\square \square$ 84.36 RCW (nonprofit organization)?

Is this property designated as forest land per chapter 84.33 RCW? Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 ?
Is this property receiving special valuation as historical property per chapter 84.26 RCW?
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 $\square$ does $\square$ does not qualify for continuance.

## 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

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

Signature of
Grantor or Grantor Agent
Name (print) RICH BURNS
Date \& city of signing: 04/11/12 POMEROY

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 4/11/12
Gross Selling Price \$
$\$ \quad 200,000.00$
*Personal Property (deduct) \$ $\square$

| Taxable Selling Price \$ | 200,000.00 |
| :---: | :---: |
| Excise Tax : State \$ | 2,560.00 |
| 0.0025 Local \$ | 500.00 |
| *Delinquent Interest: State \$ |  |
| Local \$ |  |
| *Delinquent Penalty \$ |  |
| Subtotal | 3.060 .00 |
| *State Technology Fee | 5.00 |
| *Affidavit Processing Fee \$ |  |
| Total Due | 3,065.00 |

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

Perjury: Perjury is a class C felony which is punishable by imprisonmentin the stateroorpaiopal institution for a maximum term of not more than five years, or by a Perjury: Perjury in a clased by the court of not more than five tho sarg doll/ $6 s, 000.00$ ) on by bo finprisonment and fine (RCW 9A. 20.020 (1C)).

REV 840001 ae (11/30/11)

Washington State

REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 ROW - 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 COMPLETE


Street address of property: 7 PHEASANT ROAD
This property is located in Pomeroy
$\square$ 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 EXHIBIT A ATTACHED HERETO

Select Land Use Codes):
11 - Household, single family units
enter any additional codes:
(See back of last page for instructions)
Is this property exempt from property tax per chapter YES NO 84.36 RCW (nonprofit organization)?

| 6 | YES | NO |
| :--- | :--- | :--- |
| Is this property designated as forest land per chapter 84.33 RCW? | $\square$ | $\square$ |
| Is this property classified as current use (open space, farm and <br> agricultural, or timber) land per chapter 84.34? | $\square$ | $\square$ |
| Is this property receiving special valuation as historical property | $\square$ | $\square$ |

Is this property receiving special valuation as historical property per chapter 84.26 RCW ?
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 $\square$ does $\square$ does not qualify for continuance.

## DEPUTY ASSESSOR <br> DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owners) 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

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 4/20/12
Gross Selling Price $\$$ $355,000.00$
*Personal Property (deduct) \$ $\qquad$ Exemption Claimed (deduct) \$ $\qquad$

| Taxable Selling Price $\$$ | $355,000.00$ |  |
| ---: | ---: | ---: |
| Excise Tax : State $\$$ | $4,544.00$ |  |
| 0.0025 | Local $\$$ | 887.50 |
| Delinquent Interest: State $\$$ |  |  |
| Local $\$$ |  |  |
| *Delinquent Penalty $\$$ |  |  |
| Subtotal $\$$ | 5.431 .50 |  |
| *State Technology Fee $\$$ | 5.00 |  |

*Affidavit Processing Fee $\$$ __ $\quad \begin{gathered} \\ \text { Total Due } \$\end{gathered}$
Total Due \$ 5,436.50 CK

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

Signature of

Name (print) ALAN R. GOULD

Date \& city of signing: 04/20/12 POMEROY

Name (print) LOREN E. BEALE
Date \& city of signing: 04/20/12 POMEROY

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 dat 80.000 , or by both inprisquant and fine (RCW 9A. 20.020 (lC)).

REV 840001 ae ( $11 / 30 / 11$ )


## EXHIBTT "A"

The land referred to herein is situated in the State of Washington, County of Garfield and described as follows:

In Township 11 North, Range 42 E.W.M.
That part of the Northeast quarter of the Northwest quarter of Section 6, more particularly described as follows: Commencing at the Northeast corner of said Section 6; thence South $83^{\circ} 15^{\prime} 13^{\prime \prime}$ West 3459.94 feet to a point on the East right-at-way line of Dutch Flat Road, said point being the Southwest comer of Lot 13 in Darby's 2nd Addition to the City of Pomeroy and the True Place of Beginning; thence South $09^{\circ} 36^{\prime}$ West along said right-of-way line 657.10 feet to a point of curve; thence along said right-of-way line around a curve to the left with a radius of 1470.00 feet for a distance of 82.53 feet; thence North $45^{\circ} 09^{\prime} 30^{\prime \prime}$ East 384.79 feet; thence North $19^{\circ} 46^{\prime}$ East 374.40 feet:; thence North $73^{\circ} 01$ ' West 234.07 feet; thence North $14^{\circ} 57^{\prime}$ East $38 . .88$ feet to a point on the South line of Lot 13 in said Darby's Addition; thence West along said South line 64.57 feet to the place of beginning.

TOGETHER WITH AND SUBJECT TO an easement for ingress and egress, herein named Pheasant Ridge Road, lying 24 feet on each side of the following described Line: Commencing at the Northeast corner of said Section 6; thence South $78^{\circ} 01^{\prime} 27^{\prime \prime}$ West 3241.97 feet to the Southwest corner of a tract of land as described in a Survey recorded as Garfield County Auditor's No. 7298; thence North $33^{\circ} 19^{\prime} 20^{\prime \prime}$ East 156.70 feet to a point at the beginning of a curve, said point being the True Place of Beginning;
thence deflect left around a curve to the left with a radius of 100.00 feet for a distance of 154.32 feet;
thence South $13^{\circ} 48^{\prime} 19^{\prime \prime}$ West 167.99 feet to a point of curve;
thence around a curve to the right with a radius of 150.00 feet for a distance of 118.39 feet; thence South $59^{\circ} 01^{\prime} 43^{\prime \prime}$ West 98.87 feet to a point of curve;
thence around a curve to the left with a radius of 300.00 feet for a distance of 192.89 feet; thence South $22^{\circ} 11^{\prime} 20^{\prime \prime}$ West 20.52 feet to a point of curve;
thence around a curve to the right with a radius of 45.00 feet for a distance of 50.54 feet; thence South $86^{\circ} 32^{\prime} 28^{\prime \prime}$ West 16.1 feet, more or less, to the centerline of Dutch Flat Road.

ALSO TOGETHER WITH AND SUBJECT TO an easement for a trench accommodating utilities, 10 feet in width, being 5 feet on each side of the following described line:
Commencing at the Northeast corner of said Section 6; thence South $78^{\circ} 01^{\prime} 27^{\prime \prime}$ West 3241.97 feet to the Southwest corner of a tract of land as described in a Survey recorded -continued-
as Garfield County Auditor's No. 7298;
thence North $33^{\circ} 19^{\prime} 20^{\prime \prime}$ East 181.11 feet to the True Point of Beginning;
thence North $68^{\circ} 29^{\prime} 18^{\prime \prime}$ West 24.71 feet; thence South $85^{\circ} 53^{\prime} 05^{\prime \prime}$ West 61.85 feet;
thence North $75^{\circ} 58^{\prime} 16^{\prime \prime}$ West 20.71 feet; thence North $61^{\circ} 41^{\prime} 59^{\prime \prime}$ West 82.34 feet;
thence North $75^{\circ} 23^{\prime} 52^{\prime \prime}$ West 41.70 feet $=$ Point "A";
thence North $77^{\circ} 12^{\prime} 59^{\prime \prime}$ West 88.82 feet;
thence North $68^{\circ} 19^{\prime} 59^{\prime \prime}$ West 66.87 feet, ending at a water meter belonging to the City of Pomeroy.

ALSO beginning at Point "A" indicated above; thence South $60^{\circ} 23^{\prime} 12$ " West 62.76 feet; thence South $70^{\circ} 38^{\prime} 08^{\prime \prime}$ West 55.75 feet terminating at Pacific Power \& Light power pole.

ALSO SUBJECT TO an easement for a trench accommodating utilities, 10 feet in width, being 5 feet on each side of the following described line:
Commencing at the Northwest corner of the above described parcel; thence South $19^{\circ} 46^{\prime} 00^{\prime \prime}$ West 41.22 feet to the True Point of Beginning; thence North $29^{\circ} 02^{\prime} 00^{\prime \prime}$ West 255.49 feet; thence North $76^{\circ} 14^{\prime} 00^{\prime \prime}$ West 73.80 feet; thence North $63^{\circ} 36^{\prime} 00^{\prime \prime}$ West 27.24 feet to the East right of way line of Dutch Flat Road and the point of terminus of said easement line.


Street address of property
This property is located in Garfield County
$\square$ 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 SCHEDULE C ATTACHED

Select Land Use Codes $(\mathrm{s}):$
11 - Household. single family units
enter any additional codes:
(See back of last page for instructions)
Is this property exempt from property tax per chapter $\quad \square \square$ 84.36 RCW (nonprofit organization)?


Is this property designated as forest land per chapter 84.33 RCW? Is this property classified as current use (open space, farm and YES NO
 agricultural, or timber) land per chapter 84.34 ?
Is this property receiving special valuation as historical property per chapter 84.26 RCW?
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 $\quad \square$ does $\quad \square$ does not qualify for continuance.
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



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 $\square$
$3 / 25 / 12$
Gross Selling Price \$ $\qquad$
*Personal Property (deduct) \$ Exemption Claimed (deduct) \$

| Taxable Selling Price \$ | 61,000.00 |
| :---: | :---: |
| Excise Tax : State $\$$ | 780.80 |
| 0.0025 Local \$ | 152.50 |
| *Delinquent Interest: State \$ |  |
| Local \$ |  |
| *Delinquent Penalty \$ |  |
| Subtotal \$ | 933.30 |
| * State Technology Fee \$ | 5.00 |
| *Affidavit Processing Fee \$ |  |
| Total Due \$ | 938.30 |

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

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 thousanor

REV 84 0001ae (11/30/11)


COUNTY TREASURER

## SCHEDULE C

The land referred to herein is situated in the State of Washington, County of Garfield and described as follows:

Beginning at a point on the West side of Second Street, now Sixth Street, in the City of Pomeroy, 50 feet South of the Township line between Townships 11 and 12 North, Range 42 E.W.M.; thence following the West line of Second Street, now Sixth Street, northerly for a distance of 66 feet; thence westerly parallel with said Township line to the East line of Lot 4, Block 24 of Wilson's Addition to the City of Pomeroy; thence southerly parallel with the said East line of Lot 4,61 feet; thence easterly in a straight line 120 feet, more or less, to the place of beginning.


[^0]:    Exchange Facilitator's Signature
    For assistance, contract your local County Treasurer/Recorder or visit hatp://dor.wa.gov or cull (366) $570-3265$. To inquire abuut the availabilily of this document in For tax assistance, contact your local County TreasurerRecorder or visil hatp:/dor.wa.gov or cult andernate format for the visually impaired, please call ( 360 ) $705-6715$. Teletype (TTY) users please call 1-800-451-7985.

[^1]:    page 5 -- WILU

