

**REAL ESTATE EXCISE TAX AFFIDAVIT**

This form is your receipt  
when stamped by cashier.

PLEASE TYPE OR PRINT

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.

<b>1</b> SELLER GRANTOR	Name <u>A. Neil DeAtley and Patricia M. DeAtley</u>	<b>2</b> BUYER GRANTEE	Name <u>Mark A. DeAtley, a married person as his separate property</u>
	Mailing Address <u>6523 Snake River Road</u>		Mailing Address <u>641 Walk Lane</u>
	City/State/Zip <u>Asotin, WA 99402</u>		City/State/Zip <u>Clarkson, WA 99403</u>
	Phone No. (including area code) <u>(208) 790-2814</u>		Phone No. (including area code) <u>(509) 751-1580</u>

  

<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		List assessed value(s)
	Name _____	<u>1 321 00 003 0000 0000</u>	<input type="checkbox"/>	<u>\$ 702,400</u>
	Mailing Address _____	<u>1 321 00 001 0000 0000</u>	<input type="checkbox"/>	<u>\$ 94,500</u>
	City/State/Zip _____		<input type="checkbox"/>	
	Phone No. (including area code) _____		<input type="checkbox"/>	

**4** Street address of property: 829 Evans Road, Clarkson, WA 99403 and 823 & 825 Evans Rd, Clarkson, WA 99403

This property is located in Asotin 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)

Lots 1 and 3 of GURNEY ADDITION according to plat recorded under Instrument No. 227603 records of Asotin County, Washington. See attached Exhibit A for extended legal description.

**5** Select Land Use Code(s):

66 - Contract construction services

enter any additional codes: 63

(See back of last page for instructions)

	YES	NO
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**6**

	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 RCW?	<input type="checkbox"/>	<input checked="" 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.

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

**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) WAC 458-61A- 201(6)(b)(i)  
Reason for exemption \_\_\_\_\_  
Gift of real property, no consideration, no debt

Type of Document Warranty Deed

Date of Document 1/31/15

Gross Selling Price \$	_____
*Personal Property (deduct) \$	_____
Exemption Claimed (deduct) \$	_____
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<u>0.0025</u> 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

**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>Patricia M. DeAtley</u>	Signature of Grantee or Grantee's Agent <u>Mark A. DeAtley</u>
Name (print) <u>Patricia M. DeAtley</u>	Name (print) <u>Mark A. DeAtley</u>
Date & city of signing: <u>1/31/15 Lewiston, ID</u>	Date & city of signing: <u>1/31/15 Lewiston, ID</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)).

RIV 84 0001a (6/26/14) THIS SPACE - TREASURER'S USE ONLY COUNTY TREASURER

River Canyon Trust  
CR# 1440 (Vc)

**PAID**  
FEB 05 2015  
ASOTIN COUNTY  
TREASURER

48134

EXHIBIT "A"

Extended Legal Description

Lots 1 and 3 of GURNEY ADDITION according to plat recorded under Instrument No. 227603 records of Asotin County, Washington.

Tax No.: 2-011-45-024-3440  
5-011-45-024-3440-0010

SUBJECT TO: The rights of the public in adjacent streets and alleys.

SUBJECT TO: Reservations contained in Warranty Deed from JOSEPHINE L. MOORE to EDWIN B. GURNEY recorded on December 5, 1972 under Instrument No. 114743, records of Asotin County, Washington, as follows: "Subject to existing easements and reserving to the Grantor and her assigns, a one-half interest in that certain developed spring and the water therein contained, located in the Northwest portion of said property, together with an easement for installation and maintenance of a reservoir at said spring and water pipeline running from said spring westerly across said property to Evans Road.

SUBJECT TO: Six right of way easements to Washington Water Power Company: Instrument No. 14219, recorded on February 6, 1941, Instrument No. 97399, recorded on February 7, 1967, Instrument No. 115940, recorded on April 5, 1973, Instrument No. 118225, recorded on November 21, 1973, Instrument No. 154249, recorded on January 14, 1982, and Instrument No. 172411, recorded on December 5, 1986, all records of Asotin County, Washington.

SUBJECT TO: Right of Way easement to Asotin County recorded on March 7, 1989, under Instrument No. 181509, records of Asotin County, Washington.

SUBJECT TO: Restrictions and Easements, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), as shown by recorded plat thereof, recorded May 7, 1997 under Instrument No. 227603, records of Asotin County, Washington, RESERVING UNTO THE GRANTORS the twenty foot access and utility easement shown on said plat.

TOGETHER WITH a 1970 Nashua 12 x 70 Mobile Home, VIN: NY82TCK65814616, located on said property.

SUBJECT TO: The lease rights of tenants in possession. Grantor hereby assigns said leases to Grantees.

SUBJECT TO: Access and Utility Easement Relocation Agreement executed contemporaneously herewith.

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**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 deeded transfers and Form REV 84 0001B for controlling interest transfers) 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 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:** 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 \_\_\_\_\_

\_\_\_\_\_  
 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 \$ 796,900.00 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.  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). Any consideration received by grantor is taxable.
2.  Grantee (buyer) will make payments on \_\_\_\_\_ % of 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). 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.
2.  Grantor (seller) has made and will continue to make 100% of the payments on the 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 the payments on total debt of \$ \_\_\_\_\_ 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 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  NO (If yes, please call (360) 534-1503 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 acknowledge this transaction may be subject to audit and have read the above information regarding record-keeping requirements and evasion penalties.**

Patricia M. DeAtley 1/31/15  
 Grantor's Signature Date

Patricia M. DeAtley  
 Grantor's Name (print)

Mark A. DeAtley 1/31/15  
 Grantee's Signature Date

Mark A. DeAtley  
 Grantee's Name (print)

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 458-61A-213. **NOTE:** Exchange Facilitator must sign below.

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

For tax assistance, contact your local County Treasurer/Recorder or visit <http://dor.wa.gov> or call (360) 534-1503. To inquire about the availability of this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.