Department of Revenue
Washington State

REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

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

(See back of last page for instructions)

☐ Check box if partial sale of property

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

1 SELLER GRANTOR

Name Janice Dimke, Trustee of the Raymond Guy Bennett Children's Trust, f/b/o Janice Dimke

Mailing Address PO Box 670

City/State/Zip Clarkston WA 99403

Phone No. (including area code) (509) 758-5558

2 BUYER GRANTEE

Name Janice Dimke

Mailing Address PO Box 670

City/State/Zip Clarkston WA 99403

Phone No. (including area code) (509) 758-5558

3 Send all property tax correspondence to: ☑ Same as Buyer/Grantee

Name

Mailing Address

City/State/Zip

Phone No. (including area code)

List all real and personal property tax parcel account numbers – check box if personal property		List assessed value(s)
1-041-05-005-0000	☐	20,000
1-041-05-003-0001	☐	23,300
1-004-37-006-0000	☐	210,000
1-004-32-004-0001	☐	9,200

4 Street address of property:

This property is located in Clarkston

☐ 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 and Exhibit B attached hereto

5 Select Land Use Code(s):

Select Land Use Codes 29

enter any additional codes:

(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)?	☐	☑

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 RCW?	☐	☑
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 ☐ does ☐ does not qualify for continuance.

0

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) 458-61A-202(1)(E)

Reason for exemption

Other-see Attached

Type of Document Quitclaim Deed

Date of Document 5/20/15

Gross Selling Price $	0.00
*Personal Property (deduct) $	0.00
Exemption Claimed (deduct) $	0.00
Taxable Selling Price $	0.00
Excise Tax : State $	0.00
0.0025 Local $	0.00
*Delinquent Interest: State $	0.00
Local $	0.00
0200 *Delinquent Penalty $	0.00
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** Janice Dimke

Name (print) Janice Dimke, Trustee

Date & city of signing: Lewiston ID 5/20/15

Signature of **Grantee or Grantee's Agent** Janice Dimke

Name (print) Janice Dimke

Date & city of signing: Lewiston ID 5/20/15

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

REV 84 0001a (04/28/15)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER

Cox & Wagner CK#4302

PAID

MAY 21 2015

ASOTIN COUNTY TREASURER

48430

UR4.90

Real Estate Excise Tax Affidavit
Janice Dimke, Trustee of the Raymond Guy Bennett Children's Trust, f/b/o Janice Dimke
To
Janice Dimke

Additional Parcel Nos.

1-004-32-004-0002-0000, 50,000
1-004-32-004-0001 10,000
1-004-32-008-0001, 150,000
1-003-37-003-0001,
1-003-32-009-0001

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EXHIBIT "A"

SITUATE IN THE COUNTY OF ASOTIN, STATE OF WASHINGTON, to-wit

Lots 2, 3 and 5 of Block D-1 of Clarkston Heights, Asotin County, Washington, according to the recorded plat thereof, excepting therefrom that portion of Lot 2 of Block D-1, described as follows: Beginning at the southeast corner of said Lot 2 said point being on the center line of County Road; thence westerly along center line of County Road; thence westerly along center line of County road a distance of 129.9 feet to a concrete monument; thence deflect left 27°28' along center line of county road a distance of 78 feet; thence deflect right 120°14' a distance of 382.54 feet to a concrete monument on the northerly boundary line of said Lot 2; thence deflect right 109°23' a distance of 195 feet to the northeast corner of said Lot 2; thence deflect right 67°51' along the easterly boundary line of said Lot 2 a distance of 227.6 feet to the place of beginning. ALSO: Excepting that portion of Lot 3 of Block D-1, Clarkston Heights described as: Beginning at the Southwest corner of said Lot 3, said point being on the center line of the County Road; thence northerly along the Westerly boundary line of said Lot 3 a distance of 328.51 feet; thence deflect right 100°12' a distance of 369.48 feet; thence deflect right 90°00' a distance of 202.4 feet to the monument; thence deflect left 38°46' a distance of 140.86 feet to the place of beginning.

AND

Lot 1 and that part of Lot 2 of Block D-1 of Clarkston Heights, Asotin County, Washington, described as follows:

Beginning at the southeast corner of said Lot 2 said point being on the center line of County Road; thence westerly along center line of county road a distance of 129.9 feet to a concrete monument; thence deflect left 27°28' along center line of county road a distance of 78 feet; thence deflect right 120°14' a distance of 382.54 feet to a concrete monument on the northerly boundary line of said Lot 2; thence deflect right 109°23' a distance of 195 feet to the northeast corner of said Lot 2; thence deflect right 67°51' along the easterly boundary line of said Lot 2 a distance of 227.6 feet to the place of beginning; containing in all 4.227 acres more or less.

AND

That part of Lot 3, Block "SS" of Vineland, Asotin County, State of Washington, described as follows:

From the stone monument at the Southeast corner of Lot 1 of Block "SS" of Vineland; thence Westerly along the center line of the county road a distance of 600.0 feet to a stone monument; thence deflect left 45°00' along the center line of the county road a distance of 47.0 feet to the place of beginning; thence continue on the above-mentioned course a distance of 130.8 feet to the Southwest corner of Lot 3 of Block "SS"; thence deflect right 126°00' along the west boundary of the said Lot 3 a distance of 586.00 feet to the Northwest corner of said Lot 3; thence deflect right 100°46' along the North boundary of said Lot 3 a distance of 230.0 feet to a point; thence deflect right 92°50' a distance of 150.0 feet to a point; thence deflect right 55°34' a distance of 137.6 feet to a point; thence deflect left 78°20' a distance of 275.0 feet to the place of beginning, containing 1.57 acres more or less and being a part of Lot 3 of

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Block "SS" of Vineland, Asotin County, Washington, according to the recorded plat thereof, reserving from the above-described tract all that portion lying within the legal boundaries of county roads.

AND

Lots 5 and 6 of Block "AAA" of Vineland, Asotin County, Washington, according to the recorded plat thereof.

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EXHIBIT "B"

SITUATE IN THE COUNTY OF ASOTIN, STATE OF WASHINGTON, to-wit

AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING:

PARCEL 1

Commencing at the Southwest corner of Lot 4, Block "SS" of Vineland, Asotin County, Washington; thence Easterly along the centerline of the county road a distance of 153.7 feet to a point; thence deflect left 78 degrees a distance of 305.11 feet to the True Point of Beginning; thence continuing along the last described course a distance of 238.0 feet to the North line of said Lot 4; thence deflect right 49 degrees a distance of 200.0 feet to a point; thence deflect right 80 degrees a distance of 198.92 feet to a point; thence deflect right 75 degrees a distance of 348.00 feet to a point; thence deflect right 90 degrees a distance of 179.44 feet to the True Point of Beginning. Containing 2 acres, more or less.

PARCEL 2

A part of Lot 4 of Block "SS" of Vineland according to the recorded plat thereof more particularly described as follows:

Beginning at the Southwest corner of Lot 4, Block "SS" of Vineland, said point being a stone with hole in the top buried in the center of the county road; thence easterly along the centerline of the county road a distance of 153.7 feet; thence deflect left at an angle of 70 degrees 00 minutes a distance of 536.8 feet to the north boundary line of Lot 4; thence deflect left at an angle of 106 degrees 00 minutes a distance of 411.27 feet to the Northwest corner of said Lot 4, which is in the center of county road; thence deflect at an angle of 102 degrees 00 minutes a distance of 523.57 feet to the place of beginning EXCEPTING therefrom that part located within public roads.

PARCEL 3

Lots 7 and 8, Block "SS" of Vineland, Asotin County, Washington, according to the recorded plat thereof, EXCEPT the following:

That potion of Lot 8, Block "SS" of Vineland, Asotin County, Washington, described as follows: Beginning at the Southeast corner of Lot 8, Block "SS" of Vineland, Asotin County, Washington, said point being on the center line of county road; thence North 33 degrees 30 minutes East a distance of 262.0 feet along the Easterly boundary line of said Lot 8; thence North 53 degrees 00 minutes West a distance of 250.0 feet; thence South 33 degrees 30 minutes West a distance of 262.0 feet to a point on the center line of county road; thence South 53 degrees 00 minutes East a distance of 250.0 feet along said center line of county road to the place of beginning, and all being a part of said Lot 8 according to the recorded plat thereof.

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PARCEL 4

That part of Lot 3 of Block "AAA" of Vineland according to the plat recorded in Book A of Plats, page 34-1/2, in Asotin County, Washington, more particularly described as follows:

Beginning at the center line of the County road forming the Easterly boundary of Lot 3 of Bock "AAA" of Vineland, a distance of 240 feet Southerly from the stone monument at the Northeasterly corner of said Lot 3; thence Southerly along said center line a distance of 335 feet; thence deflect right 90 degrees 00 minutes a distance of 73.38 feet to a point on the southerly boundary of said Lot 3; thence deflect right 106 degrees 00 minutes a distance of 90 feet to the Southwesterly corner of said Lot 3; thence Northerly along the Westerly boundary of said Lot 3 to a point 342 feet westerly from the place of beginning measured at right angles to the center line of the County road; thence easterly a distance of 342 feet to the place beginning. SUBJECT TO rights of public in and to that portion within streets and alleys or rights of way.

PARCEL 5

All of Lot 9 of Block "SS" of Vineland, Asotin County, Washington, according to the recorded plat thereof, EXCEPT the following described portion:

Beginning at the Southwest corner of Lot 9 of Block "SS" of Vineland, said point being on the centerline of county road; thence Northwesterly along the centerline of county road a distance of 121.97 feet; thence deflect right 92 degrees 06 minutes a distance 125.08 feet parallel to the South boundary of said Lot 9; thence deflect right 87 degrees 54 minutes a distance of 121.97 feet parallel to the centerline of county road; thence deflect right 92 degrees 06 minutes a distance of 125. 08 feet along the South boundary line of said Lot 9 to The Place of Beginning. Also excepting that part conveyed to Asotin County for road purposes by Deed dated March 11, 1952 and recorded in Book 53 of Deeds, page 115, records of Asotin County, Washington,

AND A part of Lot 9 of Block "TT" of Vineland, according to the recorded plat thereof, particularly described as follows: From the stone monument on the centerline of the county road which said monument is North 9 degrees 30 minutes West a distance of 240.92 feet from the most Southerly point of Lot 9 of Block "TT" of Vineland; thence north 53 degrees 30 minutes East a distance of 23.04 feet to the True Place of Beginning; thence continue on the last mentioned course a distance of 76.96 feet to a stone monument; thence North 36 degrees 30 minutes West a distance of 134.70 feet; thence South 6 degrees 45 minutes East a distance of 155.12 feet to the True Place of Beginning.

PARCEL 6

Fifty feet (50') on either side of a centerline over and across that part of Block "AAA" of Vineland and Block "D-1" of Clarkston Heights, Asotin County, Washington, more particularly described as

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follows: Commencing at the most Northerly corner of Lot 6 of said Block "D-1"; thence South 4 degrees 57 minutes E. along the East lot line of said Lot 6 a distance of 125.0 feet; thence S. 16 degrees 25 minutes W. 5.47 feet; thence S. 68 degrees 19 minutes East 36.53 feet to the True Place of Beginning; thence continue S. 68 degrees 19 minutes E. 14.49 feet to a point of curve; thence around a curve to the left with a radius of 50.0 feet for a distance of 77.51 feet; thence N. 22 degrees 52 minutes E. 89.97 feet; thence N. 37 degrees 18 minutes E. 53.51 feet; thence North 53 degrees 00 minutes E. 51.20 feet; thence N. 78 degrees 14 minutes E. 49.96 feet; thence S. 84 degrees 26 minutes E. 51.77 feet; thence S. 71 degrees 01 minutes E. 56.61 feet; thence S. 62 degrees 54 minutes E. 82.14 feet; thence S. 41 degrees 12 minutes E. 43.32 feet; thence S. 19 degrees 16 minutes E. 93.33 feet to a point of curve; thence around a curve to the right with a radius of 300.0 feet for a distance of 101.49 feet; thence S. 7 degrees 21 minutes W. 64.37 feet; thence S. 10 degrees 31 minutes W. 110.48 feet to a point of curve; thence around a curve to the left with a radius of 25.0 feet for a distance of 41.02 feet; thence S. 83 degrees 30 minutes E. 193.94 feet; thence S. 73 degrees 23 minutes E. 44.74 feet; thence S. 46 degrees 36 minutes E. 49.82 feet; thence S. 23 degrees 43 minutes E. 41.49 feet to a point of curve; thence around a curve to the right with a radius of 150.0 feet for a distance of 51.75 feet; thence S. 3 degrees 57 minutes E. 100.81 feet to a point of curve; thence around a curve to the left with a radius of 36.0 feet for a distance of 90.29 feet; thence N. 32 degrees 21 minutes E. 47.75 feet; thence N. 41 degrees 01 minutes E. 50.02 feet; thence N. 57 degrees 09 minutes E. 38.02 feet; thence N. 87 degrees 52 minutes E. 30.09 feet; thence S. 77 degrees 06 minutes E. 27.83 feet; thence S. 65 degrees 37 minutes E. 90.8 feet to a point of curve; thence around a curve to the left with a radius of 100.0 feet for a distance of 46.95 feet; thence N.87 degrees 29 minutes E. 89.92 feet; thence S. 80 degrees 08 minutes E. 30.63 feet; thence S. 70 degrees 54 minutes E. 36.97 feet; thence S. 50 degrees 03 minutes E. 45.58 feet; thence S. 33 degrees 05 minutes E. 175.06 feet; thence S. 44 degrees 52 minutes E. 112.15 feet; thence S. 53 degrees 46 minutes E. 89.41 feet; thence S. 40 degrees 06 minutes E. 117.97 feet to a point where the centerline is terminated by the side slope of SR 128, said point being the terminus of the above-described centerline.

It is the intention of the Grantor herein and Grantor does hereby convey unto Grantees all its right, title and interest in and to that portion of a former water ditch line previously owned by Lewiston Water and Power Company which ran through or between and abutted Lots 1, 2, 3, and 5 in Block "D-1" of Clarkston Heights, and Lots 3, 4, 5, and 6 in Block "AAA" of Vineland, Asotin County, Washington.

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CERTIFIED

FILED

2015 APR -2 A 11: 12

MARIE J. EGGART
COUNTY CLERK
ASOTIN COUNTY, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF ASOTIN

IN THE MATTER OF RAYMON GUY BENNETT CHILDREN'S TRUST F/B/O JANICE DIMKE	Case no. 15-4-00022-8 TRUST RESOLUTION AGREEMENT

The parties as described in this Estate Resolution Agreement enter into this agreement in accordance with RCW Chapter 11.96A in order to provide a binding, non-judicial agreement to resolve matters pertaining to the termination and distribution of assets in the RAYMON GUY BENNETT CHILDREN'S TRUST F/B/O JANICE DIMKE.

1) PARTIES

a) The parties to this agreement are as follows:

JANICE DIMKE, Trustee
2130 Allan Dr.
Clarkston WA 99403

JANICE DIMKE, Beneficiary
2130 Allan Dr.
Clarkston WA 99403

MONICA DeWITT, for herself and as the virtual representative of her issue, including any unborn issue.
3830 Westlake Dr.
West Richland WA 99353

KERRY A. WAGNER, WSBA #32626
Cox & Wagner, PLLC
ATTORNEYS AT LAW
P.O. Box 446
Lewiston, ID 83501
208-743-1234 208-743-1266 (fax)

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JOHN M. DIMKE, for himself and as the virtual representative
of his issue, including any unborn issue.
4031 Asotin Creek Rd.
Asotin WA 99402

MARY KATHERINE DIMKE, for herself and as a virtual representative
of her unborn issue
405 S. 54th Ave.
West Richland WA 99353

b) Each of the foregoing parties is a Beneficiary or Contingent Beneficiary of THE RAYMON GUY BENNETT CHILDREN'S TRUST F/B/O JANICE DIMKE. Each is thus a "party" within the contemplation of Chapter 11.96A of the Revised Code of Washington, which grants to parties interested in a trust the power to resolve by agreement matters which arise in the administration of a trust.

2) **RECITALS**

a) The RAYMON GUY BENNETT CHILDREN'S TRUST F/B/O JANICE DIMKE is a trust created under the terms of the NINTH AMENDMENT TO THE BENNETT FAMILY 1978 TRUST (Renamed RAYMON GUY BENNETT FAMILY TRUST), DATED November 23, 1992. The RAYMON GUY BENNETT FAMILY TRUST was initially created as a Grantor Trust, by Raymon Guy Bennett and Mary Jane Bennett.

b) RAYMON GUY BENNETT and MARY JANE BENNETT are both deceased. After the deaths of RAYMON GUY BENNETT and MARY JANE BENNETT, various sub-trusts were created for their children and grandchildren. JANICE DIMKE is the daughter of RAYMON GUY BENNETT and MARY JANE BENNETT and the RAYMON GUY BENNETT CHILDREN'S TRUST F/B/O JANICE DIMKE is one of the trusts created upon the death of RAYMON GUY BENNETT and MARY JANE BENNETT.

c) JANCE DIMKE is the income Beneficiary and the Trustee of the RAYMON GUY BENNETT CHILDREN'S TRUST F/B/O JANICE DIME (hereafter the "TRUST").

d) The TRUST provides that JANICE DIMKE (hereafter "JAN") is the income Beneficiary for her life. Upon JAN's death the TRUST is divided into equal separate shares for the benefit of her three (3) children, MONICA DeWITT (hereafter "MONICA"), JOHN M. DIMKE (hereafter "MITCH"), and MARY K. DIMKE (hereafter "KIT"). The separate share trusts for MONICA, MITCH and KIT continue to be held in trust until each of them reaches the age of fifty (50) years. If MONICA, MITCH or KIT is over the age of fifty (50 years at the date of distribution, their share will be distributed free of trust.

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e) The primary asset of the TRUST consists of shares of stock in Bennett Lumber Products, a closely held Idaho corporation.

f) After the death of RAYMON GUY BENNETT and MARY JANE BENNETT, the TRUST was required to pay substantial Federal and State Estate Taxes. The TRUST did not have cash available to pay these taxes and therefore borrowed monies to pay the taxes. The Trustee of the TRUST desires to sell Bennett Lumber Products stock in order to repay the outstanding loans. The TRUST cannot sell stock in Bennett Lumber Products without incurring substantial negative income tax consequences.

g) The advisors for the TRUST and JAN have determined that the negative income tax consequences can be avoided by terminating this trust and distributing the TRUST's assets, including the Bennett Lumber Products stock, to JAN, subject to the outstanding trust debt. JAN will then be in a position to sell the Bennett Lumber Products stock and repay the TRUST debt.

h) All of the parties acknowledge and agree that they are aware of the TRUST assets and liabilities and the value thereof.

i) The termination of the TRUST and distribution of assets and liabilities to JAN will result in MONICA, MITCH and KIT or their issue not receiving any distributions from the TRUST. MONICA, MITCH and KIT have the potential of receiving an inheritance from JAN.

3) AGREEMENT

a) Pursuant to RCW 11.96A.040 the Court has jurisdiction over the parties and the subject matter and the issues being resolved herein on the grounds that Asotin County is the principal place of administration of the TRUST and the location of the records of the TRUST; Asotin County is the Trustee's usual place of business and the Trustee is a resident of Asotin County.

b) Each of the parties to this agreement recognizes and agrees that Kerry A. Wagner and Cox & Wagner, PLLC represents JAN as Trustee. Each of the parties recognizes and agrees that they are entitled to and encouraged to seek separate counsel of their choosing. Each of the parties further agrees that regardless of whether they choose to retain separate counsel, this agreement constitutes a final and binding agreement upon all the parties.

c) The parties stipulate and agree that the recitals are true and accurate.

d) The parties stipulate and agree that the TRUST shall be terminated upon the execution of this Agreement. Upon termination of the TRUST all of the assets held by the TRUST, subject to all the liabilities of the TRUST, shall be distributed free of trust to JAN.

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e) The parties waive their right to any accountings from the JAN, as Trustee, and agree that the TRUST property may be immediately distributed to JAN.

4) RELEASE

a) In consideration of the agreement, each of the parties hereby releases and forever discharges each other party and such parties' heirs, personal representatives from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses, expenses, attorney fees, and compensation of any nature whatsoever attributable to or arising out of the current and past administration and distribution of the TRUST.

5) GENERAL TERMS AND CONDITIONS

a) Assignments. This agreement is personal to each of the parties. None of the rights, powers or privileges of any party may be assigned to any third party and attempt at assignment shall be void.

b) Attorney Fees and Costs. In the event legal action becomes necessary to enforce or interpret the terms of this agreement, the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs incurred in such action as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in such appeals as determined by the Court(s).

c) Venue, Jurisdiction, and Applicable Law. This agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Washington. If any action or other proceeding shall be brought on or in connection with this agreement, the venue of such action shall be in Asotin County, Washington. Each of the parties agrees to the jurisdiction of such forum.

d) Execution of Documents. The parties agree to execute all documents necessary to implement the provisions of this agreement.

e) Waiver, Modification, or Amendment. No waiver, modification, or amendment of any term or condition of this agreement shall be effective unless in writing executed by all of the parties. Neither the failure nor the delay on the part of any party to exercise any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege.

f) Verbal and Other Agreements. There are no verbal or other agreements which qualify, modify, or supplement this agreement.

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g) Successors. Subject to the provisions restricting assignments, all rights and obligations of the parties shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, and assigns.

h) Waiver of Notice of Filing. This agreement shall be filed with the Asotin County Superior Court in accordance with RCW 11.96A.230, the parties waive notice of the filing of this agreement with the Asotin County Superior Court and stipulate that this agreement following execution by all parties and upon filing will be deemed approved by the Superior Court and will be equivalent to a final court order binding on all persons interested in the TRUST. The parties also waive any right they may have to appeal from such order.

i) Counterpart and Facsimile Execution. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original. A facsimile signature shall be deemed to be the equivalent of an original signature.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth opposite their names.

3/30/15
Date — JANICE DIMKE, Trustee

3/30/15
Date — JANICE DIMKE, Beneficiary

Date — MONICA DeWITT

3/30/15
Date — JOHN M. DIMKE

Date — MARY KATHERINE DIMKE

KERRY A. WAGNER, WSBA #32626
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IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth opposite their names.

Date — JANICE DIMKE, Trustee

Date — JANICE DIMKE, Beneficiary

3/30/15 — Monica DeWitt
Date — MONICA DeWITT

Date — JOHN M. DIMKE

Date — MARY KATHERINE DIMKE

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IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth opposite their names.

Date	JANICE DIMKE, Trustee
Date	JANICE DIMKE, Beneficiary
Date	MONICA DeWITT
Date	JOHN M. DIMKE
3/30/2015 Date	M. K. Dimke MARY KATHERINE DIMKE

KERRY A. WAGNER, WSBA #32626
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Presented by:

COX & WAGNER, PLLC

By: _____
KERRY A. WAGNER
Attorney for the TRUST
WSB# 32626

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STATE OF WASHINGTON)
: ss.
County of Asotin)

I, MARIE EGGART, County Clerk and ex-officio Clerk of the Superior Court for the State of Washington for Asotin County, do hereby certify that this instrument is a true and correct copy of the original as the same now appears on file and of record in my office.

IN TESTIMONY WHEREOF, ~~I have~~ hereunto set my hand and affixed the Seal of said Superior Court this 20th day of May 2015.

MARIE EGGART, Clerk

By: _____
~~Deputy~~ Clerk

SEAL OF THE SUPERIOR COURT STATE OF WASHINGTON OF ASOTIN COUNTY

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