

REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW - CHAPTER 458-11A WAC

This form is your receipt when stamped by cashier

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

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name

1 SELLER GRANTOR	Name <u>Ripley and Sandra Murray</u>	2 BUYER GRANTEE	Name <u>Gary and Sharee Kromrei</u>
	<u>husband and wife</u>		<u>husband and wife</u>
	Mailing Address <u>1031 Liberty Drive</u>		Mailing Address <u>1589 Sycamore Street</u>
	City State Zip <u>Clarkston, WA 99403</u>		City State Zip <u>Clarkston, WA 99403</u>
	Phone No. (including area code) <u>(509) 780-3631</u>		Phone No. (including area code) _____
3	Send all property tax correspondence to <input checked="" type="checkbox"/> Same as Buyer Grantee	List all real and personal property tax parcel account numbers - check box if personal property	
Name _____		1-238-00-002-0000-0000 <input type="checkbox"/>	List assessed values:
Mailing Address _____		1-238-00-003-0001-0000 <input type="checkbox"/>	<u>311,100</u>
City State Zip _____		<input type="checkbox"/>	<u>35,000</u>
Phone No. (including area code) _____		<input type="checkbox"/>	

4 Street address of property: 1589 Sycamore Street, Clarkston, WA 99403

This property is located in _____

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 Boundary Line Agreement attached as Exhibit A.

5 Select Land Use Code(s):

1 - House/ud, single family, etc.

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 82.45, 82.47, or 82.48 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 82.45 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 82.45 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 82.45 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 (chapter 82.45 RCW or 82.48 RCW). 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 82.45 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-109

Reason for exemption _____

Boundary Line Adjustment _____

Type of Document Boundary Line Agreement

Date of Document 9/26/13

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
<u>0.0000</u> Local \$	0.00
*Delinquent Interest: State \$	0.00
Local \$	0.00
*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 Ripley Murray Grantor or Grantor's Agent
Name (print) Ripley and Sandra Murray
Date & city of signing: 11/7/2014 Clarkston WA

Signature of Gary Kromrei Grantee or Grantee's Agent
Name (print) Gary and Sharee Kromrei
Date & city of signing: 11/7/2014 Clarkston WA

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.02.020).

REV 84.0001a (6.5.13) THIS SPACE - TREASURER'S USE ONLY COUNTY TREASURER

Murray CR 1777
HS

ASOTIN COUNTY

47209

This conveyance adjusts the property line and benefits the Kromrei Property described in paragraph 2.2. The legal description and boundaries of the Kromrei Property shall be expanded to include the Servient Estate.

3.2 Easement. Ripley Murray and Sandra Murray, husband and wife, hereby expressly reserve an easement over and across the Servient Estate for the benefit of the Murray Property. The parties agree as follows:

3.2.1 Grantor needs to retain the right to utilize the easement for a replacement drain field in the event Grantor's primary drain field fails. In the event of such failure, the parties agree as follows:

3.2.1.1 Kromrei shall not construct any permanent structures or excavate upon the Servient Estate except for removable landscaping.

3.2.1.2 Kromreis shall be allowed to extend the existing asphalt for an additional 200 square feet and utilize that for parking.

3.2.1.3 In the event of an on-site septic system failure on the Murray Property, Murrays shall be allowed access upon the Servient Estate to do all necessary work to install and maintain a replacement septic system, including removing any existing asphalt as well as all excavation work. All such work in installing and maintaining the replacement septic system will be at the sole expense of Murray.

3.2.1.4 Murrays shall hold harmless and release Kromrei from all liability associated with any work performed upon the Servient Estate.

3.2.1.5 Murrays shall have such further rights on the Servient Estate as may be required from time to time by the Asotin County Health District to ensure the replacement drain field on the Servient Estate conforms to Asotin County requirements.

3.2.1.6 The rights and obligations of the parties shall be for the benefit of and be binding upon the respective successors, heirs, and assigns. The parties further agree that the covenants provided in this deed and easement shall be covenants running with the land.

3.2.1.7 For the purposes of the easement, the Dominant Estate is the Murray Property, described as follows:

The East 141.71 feet of Lot 1 of Neal Addition according to the recorded plat thereof, in Asotin County, Washington, described as follows:

Commencing at the Northwest corner of Lot 11, Block "VV" of Vineland, Asotin County, said point being on the centerline of 16th Avenue; thence East along the North line of said Lot 11 a distance of 251.0 feet to the True Point of beginning; thence continue East for a distance of 141.71 feet; thence South 28°18' West a distance of 149.18 feet to a point of curve; thence deflect right and continue

around a curve to the left with a radius of 45.0 feet for a distance of 75.06 feet to a point of reverse curve; thence around a curve to the right with a radius of 20.0 feet for a distance of 9.22 feet; thence North a distance of 158.52 feet to the True Place of Beginning

Excepting therefrom a portion of Lot 1 of Neal Addition, according to the plat recorded in Asotin County Washington, more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence S.29°18'W. along the East line of said Lot 1 a distance of 121.86 feet; thence N.0°22'30"E., 106.27 feet to a point on the North line of said Lot 1; thence East along said North line a distance of 58.94 feet to the place of beginning.

3.2.1.8 The parties agree that the following described property is the Servient Estate:

Lots 2 and 3 of NEAL ADDITION according to plat recorded in Book E of Plats, page 46, records of Asotin County, Washington, LESS AND EXCEPTING THE FOLLOWING:

That part of Lot 3 of Neal Addition more particularly described as follows: Commencing at the Southeast corner of said Lot 3; thence West along the South line of said Lot 3 a distance of 36.97 feet to the True Place of Beginning; thence continue along said South line a distance of 148.77 feet; thence North a distance of 131.88 feet; thence North 81°09'30" East a distance of 9.40 feet to a point of curve; thence around a curve to the right with a radius of 20.0 feet for a distance of 13.86 feet to a point of reverse curve; thence around a curve to the left with a radius of 45.0 feet for a distance of 48.85 feet; thence South 31°19' East a distance of 153.25 feet to the true place of beginning

and

A portion of Lot 1 of Neal Addition, according to the plat recorded in Asotin County Washington, more particularly described as follows:

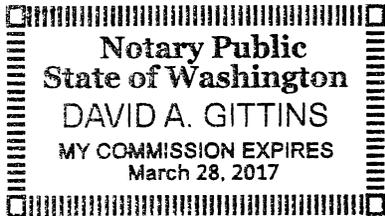
Beginning at the Northeast corner of said Lot 1; thence S.29°18'W. along the East line of said Lot 1 a distance of 121.86 feet; thence N.0°22'30"E., 106.27 feet to a point on the North line of said Lot 1; thence East along said North line a distance of 58.94 feet to the place of beginning.

3.3 Effective Date. This Agreement is made and entered as of September 26, 2013.

STATE OF WASHINGTON)
 : ss.
County of Asotin)

I certify that I know or have satisfactory evidence that Gary Kromrei is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 26th day of September, 2013.

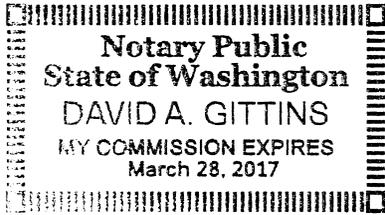


David A. Gittins
Notary Public for Washington
Residing at Clarkston
My appointment expires: 3/28/2017

STATE OF WASHINGTON)
 : ss.
County of Asotin)

I certify that I know or have satisfactory evidence that Sharee Kromrei is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 26th day of September, 2013.



David A. Gittins
Notary Public for Washington
Residing at Clarkston
My appointment expires: 3/28/2017