

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

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

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

(See back of last page for instructions)

Check box if partial sale of property

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

1 SELLER GRANTOR	Name <u>ANDREW D. KELLEY</u>	2 BUYER GRANTEE	Name <u>ANNA L. KELLEY</u>
	Mailing Address _____		Mailing Address <u>2425 Shaun Drive</u>
	City/State/Zip _____		City/State/Zip <u>Clarkston, WA 99403</u>
	Phone No. (including area code) _____		Phone No. (including area code) _____
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	
Name <u>Anna L. Kelley</u>		1-188-00-039-0000-000 <input type="checkbox"/>	
Mailing Address <u>2425 Shaun Drive</u>		_____ <input type="checkbox"/>	
City/State/Zip <u>Clarkston, WA 99403</u>		_____ <input type="checkbox"/>	
Phone No. (including area code) _____		_____ <input type="checkbox"/>	
		List assessed value(s) <u>258000.00</u>	

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

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)  
Lot 39 of Westwood Heights Addition, according to the official plat thereof, filed in Book D at Page(s) 74 Official Records of Asotin County, Washington.

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

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)?	<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
<b>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)</b>	
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.	
<b>(3) OWNER(S) SIGNATURE</b>	
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-203(2)  
Reason for exemption Transfer of interest in property from one spouse to the other in fulfillment of a property division in the Decree of Dissolution entered in Asotin County Superior Court Cause No: 13-3-00061-9

Type of Document Quit Claim Deed

Date of Document 8/6/15

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>Andrew Kelley</u>	Signature of Grantee or Grantee's Agent <u>Anna Bewdoin</u>
Name (print) <u>Andrew Kelley</u>	Name (print) <u>Anna Bewdoin</u>
Date & city of signing: <u>8/7/15 Clarkston</u>	Date & city of signing: <u>8/11/15</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.20.021 (1)(C)).

**CERTIFIED**

**FILED**

2013 AUG 14 P 1:06

MARIE J. EGGART  
COUNTY CLERK  
ASOTIN COUNTY, WA

**SUPERIOR COURT OF WASHINGTON  
COUNTY OF ASOTIN**

In re the Marriage of:

NO. 13-3-00061-9

ANNA LEE KELLEY

DECREE OF DISSOLUTION (DCD)

Petitioner,

and

ANDREW DEAN KELLEY

Respondent.

**I. JUDGMENT/ORDER SUMMARIES**

1.1 RESTRAINING ORDER SUMMARY:

Does not apply.

1.2 REAL PROPERTY JUDGMENT SUMMARY:

Real Property Judgment Summary is set forth below:

The Wife is awarded the home and real property located at 2425 Shaun Drive,  
Clarkston, Asotin County, WA. Parcel No. 1-188-00-039-0000

See Paragraph 3.15.1 for full legal description.

1.3 MONEY JUDGMENT SUMMARY:

Does not apply.

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48647

1 END OF SUMMARIES

2 II. BASIS

3 Findings of Fact and Conclusions of Law have been entered in this case.

4 III. DECREE

5 IT IS DECREED that:

6 3.1 STATUS OF THE MARRIAGE.

7 The marriage of the parties is dissolved.

8 3.2 PROPERTY TO BE AWARDED THE HUSBAND.

9 The husband is awarded as his separate property the property set forth in the mediation  
10 agreement. This the mediation agreement is attached or filed and incorporated by  
reference as part of this decree.

11 3.3 PROPERTY TO BE AWARDED TO THE WIFE.

12 The wife is awarded as her separate property the property set forth in the mediation  
13 agreement. This the mediation agreement is attached or filed and incorporated by  
reference as part of this decree.

14 3.4 LIABILITIES TO BE PAID BY THE HUSBAND.

15 The husband shall pay the community or separate liabilities set forth in the mediation  
16 agreement. This the mediation agreement is attached or filed and incorporated by  
reference as part of this decree.

17 Unless otherwise provided herein, the husband shall pay all liabilities incurred by him  
18 since the date of separation.

19 3.5 LIABILITIES TO BE PAID BY THE WIFE.

20 The wife shall pay the community or separate liabilities set forth in the mediation  
21 agreement. This the mediation agreement is attached or filed and incorporated by  
reference as part of this decree.

22 Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since  
the date of separation.

23 3.6 HOLD HARMLESS PROVISION.

24 Each party shall hold the other party harmless from any collection action relating to  
25 separate or community liabilities set forth above, including reasonable attorney's fees  
and costs incurred in defending against any attempts to collect an obligation of the other

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1 party.

2 3.7 SPOUSAL MAINTENANCE.

3 Does not apply.

4 3.8 CONTINUING RESTRAINING ORDER.

5 Does not apply.

7 3.9 PROTECTION ORDER

8 Does not apply.

9 3.10 JURISDICTION OVER THE CHILDREN.

10 Does not apply because there are no dependent children.

11 3.11 PARENTING PLAN.

12 Does not apply.

13 3.12 CHILD SUPPORT.

14 Does not apply.

15 3.13 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

16 Does not apply.

17 3.14 NAME CHANGES.

18 The wife's name shall be changed to Anna Lee Beaudoin.

19 3.15 OTHER.

20 3.15.1 Real Estate Awarded. The parties have a community interest in real property located at  
21 2425 Shaun Drive, Clarkston, Asotin County, Washington, and more properly described as:

22 Lot: 39 SUBD: WESTWOOD HEIGHTS ADDITION

23 Said property is hereby awarded as the sole and separate property of the wife as set forth in the  
24 mediation agreement.

25 3.15.2 Mortgage Deduction. The interest deduction for the mortgage on the property shall be  
taken by the wife.

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1 3.15.3 Employment Benefits. Except as otherwise specifically provided for by this decree, each  
2 party shall retain as his or her separate property, free from any interest in the other, all rights and  
3 benefits which have been derived as a result of past or present employment, union affiliations,  
4 military service, or United States, state or other citizenship (except rights the parties are entitled  
5 to receive by virtue of this marriage); including but not limited to sick leave benefits, insurance,  
6 Social Security, Medicare, Medicaid, disability payments, educational benefits and grants, health  
7 or welfare plans and all other contractual, legislated or donated benefits, whether vested or  
8 unvested, and whether directly or indirectly derived through the activity of the parties.

9 3.15.4 Debts. Except as otherwise provided for herein, each party shall assume and pay all  
10 outstanding debts individually incurred by him or her whether such debt was incurred before the  
11 marriage, during the marriage or during any period of separation, and each shall indemnify,  
12 defend, and hold the other absolutely harmless from any expense, loss, claim, or liability  
13 whatsoever arising from, or in any way connected with, such outstanding debts. Debts incurred  
14 after the separation of the parties shall be paid by the incurring party (except for those liabilities  
15 pertaining to children for which either party is responsible under statute or court order) and the  
16 incurring party shall indemnify and hold harmless the other party from any post-separation debts,  
17 obligations or liabilities, including attorney's fees and costs of collection.

18 3.15.5 Bankruptcy. In the event either party shall file for protection under the United States  
19 Bankruptcy code for any debts or obligations allocated to such party by this decree, and in the  
20 event such action should result in any collection against the other party, the other party shall have  
21 a right of indemnification, including attorney's fees and costs, against the obligated party  
22 irrespective of the bankruptcy. That right of recovery shall be considered a new and separate  
23 obligation subject to judgment under this cause number upon motion to the family law  
24 department of a court of competent jurisdiction in this matter.

25 3.15.6 Revocation of Wills, Powers of Attorney and Other Instruments. All previous wills,  
powers of attorney, contracts and community property agreements between the parties hereto are  
hereby revoked and the parties are prohibited from exercising same.

3.15.7 Revocation of Life Insurance Policy Beneficiary Designations. Each party is hereby  
cancelled as beneficiary and barred from collection of proceeds of any insurance policies  
covering the life of the other party for which the most recent beneficiary designation was made  
prior to the execution of this decree. If no further designation of such proceeds is made  
subsequent to execution of this decree, all such proceeds shall be distributed in the manner  
prescribed by the life insurance policy when no designated beneficiary exists.

3.15.8 Performance of Necessary Acts. Each party shall execute any and all deeds, bills of sale,  
endorsements, forms, conveyances or other documents, and perform any act which may be  
required or necessary to carry out and effectuate any and all of the purposes and provisions herein  
set forth. Upon the failure of either party to execute and deliver any such deed, bill of sale,  
endorsement, form, conveyance or other document to the other party, the decree shall constitute  
and operate as such properly executed document. The county auditor and any and all other

1 public and private officials are authorized and directed to accept the decree or a properly certified  
2 copy thereof in lieu of the document regularly required for the conveyance or transfer.

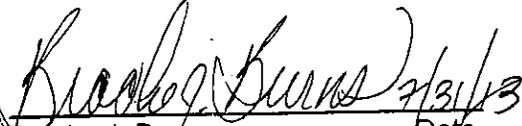
3 3.15.9 Enforcement Expenses. If either petitioner or respondent defaults in the performance of  
4 any of the terms, provisions or obligations herein set forth, and it becomes necessary to institute  
5 legal proceedings to effectuate the performance of any provisions of the decree, then the party  
6 found to be in default shall pay all expenses, including reasonable attorney fees, incurred in  
7 connection with such enforcement proceedings.

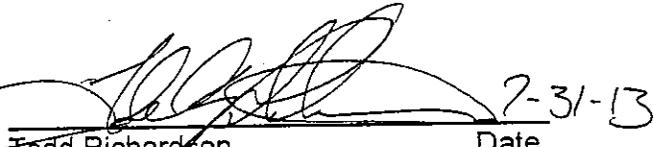
8 Dated: 8/13/2013

9   
10 J. Richard  
11 Judge/Commissioner

12 Presented by:

13 Approved by:

14   
15 Brooke J. Burns  
16 W.S.B.A. #38000  
17 Date 7/31/13

18   
19 Todd Richardson  
20 W.S.B.A. #30237  
21 Date 7-31-13