

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

SELLER GRANTOR	1 Name <u>Julia Fairchild-Jacobs, Trustee of the Tom and Julia Living Trust dated September 5, 1996</u>	BUYER GRANTEE	2 Name <u>Julia Fairchild-Jacobs, an unmarried person</u>
	Mailing Address <u>1862 Golfview Drive</u>		Mailing Address <u>1862 Golfview Drive</u>
	City/State/Zip <u>Clarkston, WA 99403</u>		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 _____		1-132-00-013-0003 <input type="checkbox"/>	
Mailing Address _____		<input type="checkbox"/>	
City/State/Zip _____		<input type="checkbox"/>	
Phone No. (including area code) _____		<input type="checkbox"/>	
4 Street address of property <u>1862 Golfview Drive, Clarkston, WA 99403</u>		List assessed value(s) <u>419200</u>	

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)

Lot 2 of Block 5 of Golfview Addition according to plat recorded under instrument No. 238404, records of Asotin County, Washington

5 Select Land Use Code(s): <u>11 - Household, single family units</u> enter any additional codes: (See back of last page for instructions)	7 List all personal property (tangible and intangible) included in selling price. <u>n/a</u>
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)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) <u>458-61A-202(2)(h)</u> Reason for exemption <u>Transfer from Trust to original Grantors</u>
6 Is this property designated as forest land per chapter 84.33 RCW? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES <input type="checkbox"/> NO <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 <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.	Type of Document <u>Trustee's Deed</u> Date of Document <u>7/11/16</u> Gross Selling Price \$ <u>0.00</u> *Personal Property (deduct) \$ _____ Exemption Claimed (deduct) \$ _____ Taxable Selling Price \$ <u>0.00</u> Excise Tax: State \$ <u>0.00</u> <u>0.0025</u> Local \$ <u>0.00</u> *Delinquent Interest: State \$ _____ Local \$ _____ *Delinquent Penalty \$ _____ Subtotal \$ <u>0.00</u> *State Technology Fee \$ <u>5.00</u> *Affidavit Processing Fee \$ _____ Total Due \$ <u>10.00</u>
(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 _____	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>Julia Fairchild-Jacobs</u>	Signature of Grantee or Grantee's Agent <u>Julia Fairchild-Jacobs</u>
Name (print) <u>Julia Fairchild-Jacobs, Trustee</u>	Name (print) <u>Julia Fairchild-Jacobs</u>
Date & city of signing: <u>Lewiston, ID July 11, 2016</u>	Date & city of signing: <u>Lewiston, ID July 11, 2016</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)).

REV 84 0001a (01/04/16) THIS SPACE - TREASURER'S USE ONLY TAXPAYER

PAID **PAID**

AUG 22 2016 **JUL 13 2016**

ASOTIN COUNTY TREASURER **ASOTIN COUNTY TREASURER**

Cramer, Moore, Dorkin & Heald CP#11261 *49584-49472*



I-131 DC
Pgs=3 Fee:\$35.00
CREASON, MOORE, DOKKEN &

AFTER RECORDING, RETURN TO:

Christopher J. Moore
Creason, Moore, Dokken & Geidl, PLLC
P. O. Drawer 835
Lewiston ID 83501

DEATH CERTIFICATE

Reference Numbers of Related Documents: N/A

Grantor: Jacobs, Ralph Thomas

Grantee: Public

Legal Description:

1. Real property located in Asotin County, Washington, described as follows:

Lot 2 of Block 5 of Golfview Addition according to plat recorded under Instrument No. 238404, records of Asotin County, Washington
2. Additional legal description is included in the Trustee's Deed
3. Assessor's Parcel No. 1-132-00-013-0003

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

CERTIFICATE NUMBER: 2015-021497

DATE ISSUED: 08/05/2015

FEF NUMBER: 0000243888

GIVEN NAMES: RALPH THOMAS
LAST NAME: JACOBS

COUNTY OF DEATH: ASOTIN
DATE OF DEATH: AUGUST 04, 2015
HOUR OF DEATH: 03:30 A.M.
SEX: MALE
AGE: 77 YEARS

SOCIAL SECURITY NUMBER: [REDACTED]

HISPANIC ORIGIN: NO, NOT HISPANIC
RACE: WHITE

BIRTHDATE: APRIL 17, 1938
BIRTHPLACE: LEWISTON, NEZ PERCE CNTY, IDAHO

MARITAL STATUS: MARRIED
SPOUSE: JULIA ANN FUNK

OCCUPATION: DISTRICT MANAGER
INDUSTRY: OIL INDUSTRY
EDUCATION: BACHELOR'S DEGREE
US ARMED FORCES? YES

INFORMANT: JULIA JACOBS
RELATIONSHIP: WIFE
ADDRESS: 1862 GOLDFVIEW DRIVE, CLARKSTON, WA, 99403

PLACE OF DEATH: HOSPITAL
FACILITY OR ADDRESS: TRI-STATE MEMORIAL HOSPITAL, INC.
CITY, STATE, ZIP: CLARKSTON, WASHINGTON 99403

RESIDENCE STREET: 1862 GOLDFVIEW DRIVE
CITY, STATE, ZIP: CLARKSTON, WASHINGTON 99403
INSIDE CITY LIMITS? YES
COUNTY: ASOTIN
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 15 YEARS

FATHER: ANDREW I JACOBS
MOTHER: NATALINE SAGE AKINS

METHOD OF DISPOSITION: BURIAL
PLACE OF DISPOSITION: LEWIS - CLARK MEMORIAL GARDENS
CITY, STATE: LEWISTON, ID
DISPOSITION DATE: AUGUST 10, 2015

FUNERAL FACILITY: MOUNTAIN VIEW FUNERAL HOME
ADDRESS: 3521 7TH STREET
CITY, STATE, ZIP: LEWISTON ID 83501
FUNERAL DIRECTOR: TERESA GATES

- CAUSE OF DEATH:
- A. METASTATIC MALIGNANT MELANOMA OF THE BRAIN
INTERVAL: 5 YEARS
 - B. MALIGNANT MELANOMA OF THE SKIN
INTERVAL: 5 YEARS
 - C. INTERVAL:
 - D. INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH:
CHRONIC OBSTRUCTIVE PULMONARY DISEASE, HYPERTENSION, PERIPHERAL NEUROPATHY

DATE OF INJURY:
HOUR OF INJURY:
INJURY AT WORK?
PLACE OF INJURY:

LOCATION OF INJURY:
CITY, STATE, ZIP:
COUNTY:
DESCRIBE HOW INJURY OCCURRED:

MANNER OF DEATH: NATURAL
AUTOPSY: NO
AVAILABLE TO COMPLETE THE CAUSE OF DEATH? NOT APPLICABLE
DID TOBACCO USE CONTRIBUTE TO DEATH? NO
PREGNANCY STATUS, IF FEMALE: NOT APPLICABLE

CERTIFIER NAME: DONALD GREGGAIN, MD
TITLE: PHYSICIAN
CERTIFIER
ADDRESS: 1221 HIGHLAND AVE
CITY, STATE, ZIP: CLARKSTON WA 99403
DATE SIGNED: AUGUST 04, 2015

STATUS OF DECEDENT, IF A TRANSPORTATION INJURY:
NOT APPLICABLE

ITEM(S) AMENDED: NONE

NUMBER(S): NONE
DATE(S): NONE



CASE REFERRED TO ME/CORONER: NO
FILE NUMBER: NOT APPLICABLE
ATTENDING PHYSICIAN:
NOT APPLICABLE

LOCAL DEPUTY REGISTRAR:
DIANE ROUSSEAU
DATE RECEIVED: AUGUST 05, 2015

DOH 01-003 (1/14)

350532

49584



Lawrence M. Garges, M.D.
Lawrence M. Garges, M.D.
Health Officer

AUG 05 2015
AA00243896

49584



00012959201603505330070075

I-116 TRUST
Pgs=7 Fee:\$79.00
CREASON, MOORE, DOKKEN &

AFTER RECORDING, RETURN TO:

Christopher J. Moore
Creason, Moore, Dokken & Geidl, PLLC
P. O. Drawer 835
Lewiston ID 83501

THE TOM AND JULIA JACOBS LIVING TRUST

Reference Numbers of Related Documents: N/A

Grantor: Jacobs, Ralph T. and Julia A.

Grantee: Jacobs, Ralph T. and Julia A.

Legal Description:

1. Real property located in Asotin County, Washington, described as follows:

Lot 2 of Block 5 of Golfview Addition according to plat recorded under Instrument No. 238404, records of Asotin County, Washington
2. Additional legal description is included in the Trustee's Deed
3. Assessor's Parcel No. 1-132-00-013-0003

49584

The TOM AND JULIA JACOBS LIVING TRUST

Article One Establishing Our Trust

On September 5, 1996, we established the TOM AND JULIA JACOBS LIVING TRUST, and reserved the right to amend the trust, in whole or in part. On this day, AUG 19 2014 we now exercise our power to amend that instrument in its entirety, so that after amendment the TOM AND JULIA JACOBS LIVING TRUST now states:

The parties to this restated trust are RALPH T. JACOBS, also known as TOM JACOBS, and JULIA A. FAIRCHILD-JACOBS (the *Trustors*) and RALPH T. JACOBS and JULIA A. FAIRCHILD-JACOBS (collectively, our *Trustee*).

We intend to create a valid trust under the laws of Washington and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of Washington law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying Our Trust

For convenience, our trust may be referred to as:

“The TOM AND JULIA JACOBS LIVING TRUST dated September 5, 1996.”

To the extent practicable, for the purpose of transferring property to our trust or identifying our trust in any beneficiary or pay-on-death designation, our trust should be identified as:

“RALPH T. JACOBS and JULIA A. FAIRCHILD-JACOBS, Trustees, or their successors in interest, of the TOM AND JULIA JACOBS LIVING TRUST dated September 5, 1996, and any amendments thereto.”

For all purposes concerning the identity of our trust or any property titled in or payable to our trust, any description referring to our trust will be effective if it reasonably identifies our trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of our Trustee or the powers held by our Trustee. To protect the confidentiality of this instrument, our Trustee may use an affidavit or a

Article Six
Specific Distributions and Disposition of Tangible Personal Property

Section 6.01 Specific Distribution to JULIA A. FAIRCHILD-JACOBS Upon the Death of RALPH T. JACOBS

Upon the death of RALPH T. JACOBS, our Trustee shall distribute RALPH T. JACOBS' undivided interest in the real property located at 1862 Golfview Drive, Clarkston, Washington, to JULIA A. FAIRCHILD-JACOBS, free of trust. This distribution shall exclude any personal items contained within this house belonging to the Jacobs' family. If such beneficiary should die prior to the time that this distribution is directed to be made, this gift shall lapse and our Trustee shall administer this specific distribution in accordance with the Articles that follow. This specific distribution shall be free and clear of all expenses, claims, liens, encumbrances and taxes (other than Death Taxes) relative to this specific distribution. In addition to other exonerations of this specific distribution, if any, this specific distribution shall bear no Death Taxes.

Section 6.02 Distribution of Tangible Personal Property by Memorandum

Each of us may dispose of items of tangible personal property by a signed written memorandum executed after we sign this instrument. The memorandum must refer to our trust and must reasonably identify the items and the beneficiary designated to receive each item. If either or both of us executes a memorandum, our Trustee shall incorporate the memorandum by reference into this instrument to the extent permitted by law.

Our Trustee shall distribute the items of tangible personal property listed in the memorandum as promptly as practicable after the death of a Trustor who completed the memorandum, together with any insurance policies covering the property and any claims under those policies, as provided in the memorandum. If either or both of us leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date will control as to that item.

If the memorandum with the most recent date conflicts with a provision of this instrument as to the specific distribution of any item of tangible personal property, the provisions of this instrument will control as to those items that are in conflict.

If the law does not permit incorporation of the memorandum by reference, the memorandum will then serve as an amendment to our trust, but only to the extent this amendment solely disposes of tangible personal property. We request that our Trustee follow our wishes and distribute the items of tangible personal property listed in the memorandum according to its terms, except to the extent the memorandum conflicts with any other provision of this instrument as to the specific distribution of any item of tangible personal property.

Article Sixteen

Our Trustee's Powers

Section 16.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this trust, our Trustee may exercise the powers granted by this trust without prior approval from any court, including those powers set forth under the laws of the State of Washington or any other jurisdiction whose law applies to this trust. The powers set forth in Washington Fiduciaries Powers Act are specifically incorporated into this trust.

Our Trustee shall exercise the Trustee powers in the manner our Trustee determines to be in the beneficiaries' best interests. Our Trustee must not exercise any power inconsistent with the beneficiaries' right to the enjoyment of the trust property in accordance with the general principles of trust law.

Our Trustee may have duties and responsibilities in addition to those described in this trust. We encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if our Trustee has any questions concerning the duties and responsibilities as Trustee.

Section 16.02 Execution of Documents by Our Trustee

Our Trustee may execute and deliver any written instruments that our Trustee considers necessary to carry out any powers granted in this trust.

Section 16.03 Investment Powers in General

Our Trustee may invest in any type of investment that our Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the overall investment portfolio of the trust.

Without limiting our Trustee's investment authority in any way, we request that our Trustee exercise reasonable care and skill in selecting and retaining trust investments. We also request that our Trustee take into account the following factors in choosing investments:

- the potential return from the investment, both in income and appreciation;
- the potential income tax consequences of the investment;
- the investment's potential for volatility; and
- the role the investment will play in the trust's portfolio.

We request that our Trustee also consider the possible effects of inflation or deflation, changes in global and US economic conditions, transaction expenses, and the trust's need for liquidity while arranging the trust's investment portfolio.

Our Trustee may delegate his or her discretion to manage trust investments to any registered investment advisor or corporate fiduciary.

Section 16.04 Banking Powers

Our Trustee may establish any type of bank account in any banking institutions that our Trustee chooses. If our Trustee makes frequent disbursements from an account, the account does not need to be interest bearing. Our Trustee may authorize withdrawals from an account in any manner.

Our Trustee may open accounts in the name of our Trustee, with or without disclosing fiduciary capacity, and may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the account's fiduciary nature or refer to any trust or Trustee.

Section 16.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture, or otherwise, our Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to all other powers granted to our Trustee in this trust.

(a) No Duty to Diversify

Notwithstanding any duty to diversify imposed by state law or any other provision of this trust, our Trustee may acquire or indefinitely retain any ownership interest in or indebtedness of and any closely held or nonpublicly traded entity in which the trust, we, our descendants, and the spouses of our descendants have an ownership interest (the *business interests*), and even though any business interest may constitute all or a substantial portion of the trust property. We specifically authorize our Trustee to invest or indefinitely retain all or any part of the trust property in these business interests, regardless of any resulting risk, lack of income, diversification, or marketability. We waive any applicable prudent investor rule, as well as the Trustee's standard of care and duty to diversify with respect to the acquisition or retention of these business interests.

We recognize that the value of a noncontrolling interest in a business entity may be less than the underlying value of the entity's net assets. Nevertheless, we authorize our Trustee to acquire or retain any noncontrolling business interests.

Section 16.19 Real Estate Powers

Our Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as our Trustee deems appropriate.

Our Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements to, and abandon any real property.

Our Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

Our Trustee may enter into contracts to sell real estate. Our Trustee may enter into leases and grant options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. Our Trustee may enter into any contracts, covenants, and warranty agreements that our Trustee deems appropriate.

Section 16.20 Residences and Tangible Personal Property

Our Trustee may acquire, maintain, and invest in any residence for the beneficiaries' use and benefit, whether or not the residence is income producing and without regard to the proportion that the residence's value may bear to the trust property's total value, even if retaining the residence involves financial risks that Trustees would not ordinarily incur. Our Trustee may pay or make arrangements for others to pay all carrying costs of any residence for the beneficiaries' use and benefit, including taxes, assessments, insurance, maintenance, and other related expenses.

Our Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property produces income. Our Trustee may pay for the repair and maintenance of the property.

Our Trustee is not required to convert the property referred to in this Section to income-producing property, except as required by other provisions of this trust.

Our Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that our Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

Our Trustee is not liable for any depreciation or loss resulting from any decision to retain or acquire any property as authorized by this Section.

We have executed this restated trust agreement on AUG 19 2014. This restated trust instrument is effective when signed by us, whether or not now signed by a Trustee.

Ralph T. Jacobs
RALPH T. JACOBS, Trustor and Trustee

Julia A. Fairchild-Jacobs
JULIA A. FAIRCHILD-JACOBS, Trustor and Trustee

STATE OF WASHINGTON)
) ss.
County Of Asotin)

On this day AUG 19 2014, I certify that I know or have satisfactory evidence that RALPH T. JACOBS and JULIA A. FAIRCHILD-JACOBS are the persons who appeared before me, and said persons each individually acknowledged that he or she signed this instrument and acknowledged it to be his or her free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal



Diana M. Davis
Notary Public for the State of Washington
My commission expires: 10-9-14