

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	Name <u>Carol Lee Whittaker</u>	BUYER GRANTEE	Name <u>Michael R. Whittaker</u>
	Mailing Address <u>TBD</u>		Mailing Address <u>9612 Peola Rd.</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)
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>Michael R. Whittaker</u>		<u>11320030300000000</u> <input type="checkbox"/>	
Mailing Address <u>9612 Peola Rd.</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>277,900.00</u>			

Street address of property: 9612 Peola Rd. - Clarkston, WA 99403

This property is located in  unincorporated Asotin County OR within  city of Unincorp

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.

See attached legal description.

Select Land Use Code(s):  
11 Land with Mobile Home

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"/>

	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	

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 Fulfillment of Settlement Agreement Incident to a Divorce

4-15-3-00149-2

Type of Document	<u>Quit Claim Deed (QCD)</u>
Date of Document	<u>12/13/19</u>
Gross Selling Price \$	<del>0.00</del> <u>30,000.00</u>
*Personal Property (deduct) \$	0.00
Exemption Claimed (deduct) \$	0.00
Taxable Selling Price \$	<del>0.00</del> <u>30,000.00</u>
Excise Tax : State \$	<del>0.00</del> <u>384.00</u>
Local \$	0.00 <u>75.00</u>
*Delinquent Interest: State \$	0.00
Local \$	0.00
*Delinquent Penalty \$	0.00
Subtotal \$	<del>0.00</del> <u>459.00</u>
*State Technology Fee \$	5.00 5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	<del>40.00</del> <u>464.00</u>

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Carol Lee Whittaker</u>	Signature of Grantee or Grantee's Agent <u>Michael R. Whittaker</u>
Name (print) <u>Carol Lee Whittaker</u>	Name (print) <u>Michael R. Whittaker</u>
Date & city of signing: <u>12/16/19 - Clarkston, WA</u>	Date & city of signing: <u>12/26/2019 - Clarkston, WA</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)).

EXHIBIT "A"

451404

That part of the Southwest Quarter of Section 35 of Township 11 North, Range 45 East, of the Willamette Meridian, Asotin County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Southwest Quarter; thence North  $89^{\circ}14'36''$  East along the North line of said Southwest Quarter a distance of 907.42 feet to a point on the centerline of Silcot Road, said point being a point on curve; thence deflect right along said centerline around a curve to the right with a radius of 1200.00 feet for a distance of 405.96 feet; thence South  $19^{\circ}05'$  East along said centerline a distance of 714.48 feet to the intersection of Silcot Road and Peola road, said point on curve; thence deflect left along the centerline of Peola Road around a curve to the right with a radius of 85.00 feet for a distance of 42.95 feet; thence South  $23^{\circ}53'$  East along said centerline a distance of 17.64 feet to a point of curve; thence along said centerline around a curve to the right with a radius of 2000.00 feet for a distance of 179.76 feet; thence South  $18^{\circ}44'$  East along said centerline a distance of 31.52 feet to a point of curve; thence along said centerline around a curve to the left with a radius of 650.00 feet for a distance of 44.38 feet to a point on the South line of the Northeast Quarter of the Southwest Quarter; thence South  $89^{\circ}17'47''$  West along said South line a distance of 143.83 feet to the Northeast corner of the Southwest Quarter of the Southwest Quarter; thence South  $0^{\circ}28'47''$  West along the East line of said Southwest Quarter of the Southwest Quarter a distance of 530.78 feet; thence North  $59^{\circ}43'$  West a distance of 874.00 feet; thence North  $21^{\circ}44'$  West, 1504.32 feet to the place of beginning.

EXCEPTING THEREFROM the following: That part of the Northwest Quarter of the Southwest Quarter of Section 35 of Township 11 North, Range 45 East of the Willamette Meridian, more particularly described as follows: Beginning at the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence North  $89^{\circ}44'06''$  East along the North line of said Northwest Quarter of the Southwest Quarter a distance of 910.39 feet (record bears North  $89^{\circ}14'36''$  East, 907.42 feet) to a point on the centerline of Silcott Road, said point being a point on curve; thence deflect right along said centerline around a curve to the right with a radius of 1200.00 feet for a distance of 185.15 feet; thence South  $50^{\circ}50'$  West, 422.14 feet; thence South  $79^{\circ}38'$  West, 269.93 feet; thence North  $76^{\circ}31'$  West, 270.43 feet; thence North  $20^{\circ}34'$  West, (record bears North  $21^{\circ}44'$  West) 440.0 feet to the Place of Beginning.

ALSO EXCEPTING THEREFROM any portion lying within the County Road.

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FILED

2016 DEC -6 P 5: 28

MCKENZIE KELLEY  
COUNTY CLERK  
ASOTIN COUNTY, WA

Superior Court of Washington  
County of Asotin

In re the Marriage of:

*Carol Whittaker*

Petitioner,

and

*Michael Whittaker*

Respondent.

No. *15-3-00149-2*

Decree of Dissolution (DCD)

Decree of Legal Separation (DCLGSP)

Declaration Concerning Validity (DCINMG) (Marriage)

Clerk's action required

Law Enforcement Notification, ¶ 3.8

I. Judgment Summaries

1.1 Real Property Judgment Summary:

Does not apply.  Real Property Judgment Summary is set forth below:

Name of Grantor:	Name of Grantee:
Assessor's property tax parcel or account number:	

Or

Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):
See Page _____ for full legal description

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1.2 Money Judgment Summary:

Does not apply.  Judgment Summary is set forth below.

- A. Judgment creditor \_\_\_\_\_
- B. Judgment debtor \_\_\_\_\_
- C. Principal judgment amount \$ \_\_\_\_\_
- D. Interest to date of judgment \$ \_\_\_\_\_
- E. Attorney fees \$ \_\_\_\_\_
- F. Costs \$ \_\_\_\_\_
- G. Other recovery amount \$ \_\_\_\_\_
- H. Principal judgment shall bear interest at \_\_\_\_\_ % per annum

Decree (DCD) (DCLGSP) (DCINMG) - Page 1 of 7  
WPF DR 04.0400 Mandatory (12/2012) - RCW 26.09.030; .040; .070 (3)

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- I. Attorney fees, costs and other recovery amounts shall bear interest at \_\_\_\_\_ % per annum  
 J. Attorney for judgment creditor \_\_\_\_\_  
 K. Attorney for judgment debtor \_\_\_\_\_  
 L. Other:

**End of Summaries**

**II. Basis**

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

**III. Decree**

*It is decreed* that:

**3.1 Status of the Marriage**

- The marriage of the parties is dissolved.
- The petitioner and respondent are legally separated.
- The marriage of the parties is invalid.
- The marriage of the parties is valid.

**3.2 Property to be Awarded the Petitioner**

- The petitioner is awarded as separate property the property set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- The petitioner is awarded as separate property the property set forth in the separation contract or prenuptial agreement executed by the parties on (date) \_\_\_\_\_. The separation contract or prenuptial agreement is incorporated by reference as part of this Decree. The prenuptial agreement or, pursuant to RCW 26.09.070(5), the separation contract  is  is not filed with the court.
- The petitioner is awarded as separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

Other:

**3.3 Property to be Awarded to the Respondent**

- The respondent is awarded as separate property the property set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- The respondent is awarded as separate property the property set forth in the separation contract or prenuptial agreement referenced above.
- The respondent is awarded as separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

Other:

**3.4 Liabilities to be Paid by the Petitioner**

- Does not apply.
- The petitioner shall pay the community or separate liabilities set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- The petitioner shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- The petitioner shall pay the following community or separate liabilities:

Creditor

Amount

Other:

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

### 3.5 Liabilities to be Paid by the Respondent

- Does not apply.
- The respondent shall pay the community or separate liabilities set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- The respondent shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- The respondent shall pay the following community or separate liabilities:

Creditor

Amount

- Other:

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

### 3.6 Hold Harmless Provision

- Each party shall hold the other party harmless from any collection action relating to 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 party.
- Other:

### 3.7 Maintenance

- Does not apply.
- The [ ] petitioner [ ] respondent shall pay maintenance as set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- Maintenance shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- The [ ] petitioner [ ] respondent shall pay \$ \_\_\_\_\_ maintenance. Maintenance shall be paid [ ] weekly [ ] semi-monthly [ ] monthly.  
The first maintenance payment shall be due on (date) \_\_\_\_\_.

The obligation to pay future maintenance is terminated upon the death of either party or the remarriage of the party receiving maintenance unless otherwise specified below:

Payments shall be made:

- directly to the other spouse.
- to the Washington State Child Support Registry (only available if child support is ordered).
- to the clerk of this court as trustee for remittance to the other spouse (only available if there are no dependent children).
- If a maintenance payment is more than 15 days past due and the total of such past due payments is equal to or greater than \$100, or if the obligor requests a withdrawal of accumulated contributions from the Department of Retirement Systems, the obligee may seek a mandatory benefits assignment order under Chapter 41.50 RCW without prior notice to the obligor.
- The Department of Retirement Systems may make a direct payment of all or part of a withdrawal of accumulated contributions pursuant to RCW 41.50.550(3).
- Other:

### 3.8 Restraining Order

- No temporary personal restraining orders have been entered under this cause number.
- All temporary Restraining Order(s) signed by the court under this cause number are terminated. **Clerk's Action.** The clerk of the court shall forward a copy of this order, on or before the next judicial day to: \_\_\_\_\_ law enforcement agency where *the protected person* resides which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.
- The parties shall comply with the final Restraining Order signed by the court on this date or dated \_\_\_\_\_, under this cause number. The Restraining Order signed by the court is approved and incorporated as part of this decree.

### 3.9 Protection Order

- Does not apply.
- The parties shall comply with the  domestic violence  antiharassment Order for Protection signed by the court on this date or dated \_\_\_\_\_, in this cause number. The Order for Protection signed by the court is approved and incorporated as part of this decree.

### 3.10 Jurisdiction Over the Children

- Does not apply because there are no dependent children.

- The court has jurisdiction over the children as set forth in the Findings of Fact and Conclusions of Law.

**3.11 Parenting Plan**

- Does not apply.  
 The parties shall comply with the Parenting Plan signed by the court on this date or dated \_\_\_\_\_, The Parenting Plan signed by the court is approved and incorporated as part of this decree.

**3.12 Child Support**

- Does not apply.  
 Child support shall be paid in accordance with the Order of Child Support signed by the court on this date or dated \_\_\_\_\_. This order is incorporated as part of this decree.

**3.13 Attorney Fees, Other Professional Fees and Costs**

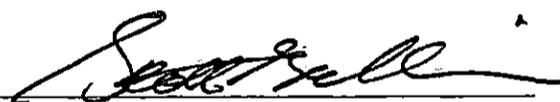
- Does not apply.  
 Attorney fees, other professional fees and costs shall be paid as set forth in the separation contract or prenuptial agreement referenced above.  
 Attorney fees, other professional fees and costs shall be paid as follows:

**3.14 Name Changes**

- Does not apply.  
 The respondent's name shall be changed to (first, middle, last name) \_\_\_\_\_  
 The petitioner's name shall be changed to (first, middle, last name) \_\_\_\_\_

**3.15 Other**

Dated: \_\_\_\_\_ DEC 06 2016

  
\_\_\_\_\_  
Judge/Commissioner

Petitioner or petitioner's lawyer:  
A signature below is actual notice of this order.  
 Presented by:  
 Approved for entry:  
 Notice for presentation waived:

Carol Whittaker  
Signature of Petitioner or Lawyer/WSBA No.

Carol Whittaker 6-1-16  
Print or Type Name Date

Respondent or respondent's lawyer:  
A signature below is actual notice of this order.  
 Presented by:  
 Approved for entry:  
 Notice for presentation waived:

Michael Whittaker  
Signature of Respondent or Lawyer/WSBA No.

Michael Whittaker 12/1/16  
Print or Type Name Date