



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.

Form sections 1, 2, 3, 4: Seller/Grantor and Buyer/Grantee information, tax correspondence, and assessed value.

Section 4: Street address of property, location details, and segregation check.

Section 5: Land Use Code selection and exemption questions.

Section 6: Forest land or current use classification questions.

Section 7: Continuation and compliance notices, owner signature, and assessor information.

Section 7: Personal property included in selling price and tax calculation table.

Section 8: Certification of truth and correctness, signatures of agent and grantee.

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 (6/26/14) THIS SPACE - TREASURER'S USE ONLY COUNTY TREASURER

ATEC CL#32039

PAID

APR - 1 2020 ASOTIN COUNTY TREASURER

053019



File No. 475024

Exhibit 'A'

That part of Lots 13 and 14 in Block G-1 of Clarkston Heights according to the official plat thereof, filed in Book C of Plats at Page(s) 19, records of Asotin County, Washington, more particularly described as follows: particularly described as follows:

From the concrete monument at the Northeast corner of Lot 4 of Block "H-I" of Clarkston Heights, Asotin County, Washington; thence South $33^{\circ} 18'$ East along the line between Block "H-I" and Block "G-I" of Clarkston Heights a distance of 564.76 feet; thence North $56^{\circ} 42'$ East a distance of 125 feet to a point on the Easterly boundary line of County Road; thence South $33^{\circ} 18'$ East along the East boundary line of County Road 355.0 feet to the True Point of Beginning; thence continue along the Easterly boundary line of County Road South $33^{\circ} 18'$ East a distance of 95.5 feet, more or less, to a point located as Follows: "From the Northwest corner of Lot 13 of Block "G-I" of Clarkston Heights, run South $33^{\circ} 18'$ East a distance 250.53 feet and thence North $56^{\circ} 42'$ East a distance of 125.0 feet to the said point on the East boundary line of County Road;" and from said point so located run thence North $86^{\circ} 47'$ East 125.0 feet to a point; thence North $33^{\circ} 18'$ West to a point which is North $72^{\circ} 42'$ East 125 feet from the True Point of Beginning; thence South $72^{\circ} 42'$, West 125.0 feet to the True Point of Beginning.

PATRICK-BARNES REVOCABLE TRUST

ARTICLE ONE

CREATION OF TRUST

1.1 Declaration. Timothy O. Patrick and Karen K. Barnes, husband and wife, of Clarkston, Asotin County, Washington, who are herein referred to as "the settlors" or "the trustees," depending on the context, hereby declare that they hold certain property (the "trust estate") in trust, to be held, administered, and distributed according to the terms of this instrument. The Settlers created the Patrick-Barnes Living Trust on October 9, 2002 and amended and restated that trust on August 10, 2012. The trust is a revocable trust and the Settlers hereby amend and restate the Patrick-Barnes Living Trust in its entirety.

1.2 Name of Trust. The name of the trust created by this instrument shall be the Patrick-Barnes Revocable Trust.

1.3 Effective Date. This declaration shall be effective immediately on execution by all the parties.

1.4 Marital Status. The settlors are married.

1.5 Living Children. Settlor Timothy O. Patrick has no children. Settlor Karen K. Barnes has two living children, namely: Walter Wadsworth Barnes and Jacqueline Anne Nichols.

ARTICLE TWO

TRUST ESTATE

2.1 Definition of Trust Estate. All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The trustee shall hold, administer, and distribute the property described in the Schedule of Trust Assets (which is attached hereto and made a part of this trust instrument), any other property that may be hereafter subject to this trust, and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

2.2 Additions to Trust. From time to time, the trustee may accept additions to this trust from any source. All such additions shall become part of the trust estate and shall be held, administered, and distributed in accordance with the terms of this instrument. That additional property shall become part of the trust estate on written acceptance of it by the trustee. Any

additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the trustee, as trustee of this trust, or any alternate or successor trustee acting under this instrument, shall be deemed to be a transfer to this trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the trust estate.

ARTICLE THREE

RIGHTS AND POWERS OF SETTLOR

3.1 Power of Revocation and Amendment. This trust may be amended, revoked, or terminated by the settlors, in whole or in part, at any time during their lifetime. After the settlors' death, this trust shall be irrevocable and not subject to amendment.

3.2 Method of Revocation or Amendment. Any amendment, revocation, or termination of this trust shall be made by written instrument signed by the settlors and delivered to the trustee. An exercise of the power of amendment substantially affecting the duties, rights, and liabilities of the trustee shall be effective only if agreed to by the trustee in writing.

3.3 Delivery of Property After Revocation. After any revocation or termination, the trustee shall promptly deliver the designated property to the settlor.

3.4 Trustee's Retention of Assets on Revocation. In the event of any revocation of all or part of the trust, the trustee shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities the trustee has lawfully incurred in administering the trust and any fees that have been earned by the trustee, until such time as those liabilities have been discharged and fees paid, unless the settlor indemnifies the trustee against loss or expense.

3.5 Exercise of Rights and Powers of Settlor By Others. Any right or power that the settlor could exercise personally under the terms of this instrument, including any power to amend, revoke, or terminate this trust, may be exercised for and in behalf of the settlor by any attorney in fact who, at the time of the exercise, is duly appointed and acting for the settlor under a valid and enforceable durable power of attorney executed by the settlor under Chapter 11.94 of the Revised Code of Washington, or any successor statute, or, if there is no such attorney in fact, by a duly appointed and acting guardian of the settlor, after petition to the court in accordance with Chapter 11.88 of the Revised Code of Washington, or any successor statute.

beneficiary's name with financial institutions. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes. The trustee shall have the discretion to choose a person or entity to act as custodian for a donee under the age of 25 and for the custodian to hold such donee's assets for the benefit of the donee under the Washington Uniform Transfers to Minors Act, Chapter 11.114 of the Revised Code of Washington, until the donee attains the age of 25.

6.17 Trustee's Liability. No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from that trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for the acts or omissions of any co-trustee, predecessor trustee, or agent employed by the trustee.

6.18 Written Notice to Trustee. Until the trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

6.19 Duty to Account. The trustee shall not be required to render periodic accounts to any person, but shall render accounts at the termination of a trust and on a change of trustees, to the persons and in the manner required by law.

6.20 Delegation of Duties to Co-trustee. ~~Whenever there is more than one person~~ acting as cotrustee of any trust created under this instrument, to the maximum extent permitted by law, ~~any co-trustee may delegate duties to another co-trustee and may vest solely in one co-~~ trustee the power to do any act that all co-trustees acting together could do, including all acts in any other Article of this trust or under Washington law, unless such act has been specifically restricted in this trust declaration. Each so authorized cotrustee may execute any and all documents concerning such trust, including, but not limited to documents that may be required to:

- (a) Establish checking accounts, savings accounts, certificates of deposit, accounts with stockbrokers, and safe deposit boxes;
- (b) Make deposits or withdrawals from any account held in the trust name;
- (c) Encumber, buy or sell real or personal property.

prescribed in this instrument, and the identity and shares of those heirs shall be determined according to the Washington laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time the settlor is deemed to have died.

ARTICLE EIGHT

SIGNATURE AND EXECUTION

8.1 Execution. I certify that I have read the foregoing declaration of trust and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As trustee of the trust created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As settlor of the trust created by this declaration of trust, I approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

Executed on September 28, 2016, at Clarkston, Washington.

SETTLOR-TRUSTEE

Timothy O. Patrick

Timothy O. Patrick

Karen K. Barnes

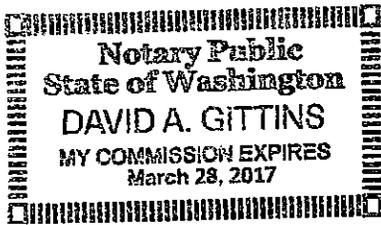
Karen K. Barnes

ACKNOWLEDGMENT

STATE OF WASHINGTON ;
 :SS
County of Asotin)

On September 28, 2016, before me, David A. Gittins, a notary public in and for the State of Washington, personally appeared Timothy O. Patrick and Karen K. Barnes, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to read "D. A. Gittins", written over a horizontal line.

Notary Public for Washington
Residing at Clarkston
My appointment expires March 28, 2017