

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>Larry L. Beitlich, Trustee</u>	BUYER GRANTEE	2 Name <u>Marvin W. Hagen</u>
	<u>Beitlich Living Trust, dated 7/12/12</u>		<u>Laura M. Hagen</u>
	Mailing Address <u>1413 W. Arabian Ave</u>		Mailing Address <u>2245 Reservoir Rd</u>
	City/State/Zip <u>Colbert, WA 99005</u>		City/State/Zip <u>Clarkston, WA 99403</u>
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>Marvin W. Hagen Laura M. Hagen</u>		10412700800010000 <input type="checkbox"/>	
Mailing Address _____		50412700800010000 <input checked="" type="checkbox"/>	
City/State/Zip _____		_____ <input type="checkbox"/>	
Phone No. (including area code) _____		_____ <input type="checkbox"/>	
		List assessed value(s)	
		146,000.00	
		500.00	

4 Street address of property: 2317 Charnita Drive, Clarkston, WA

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

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

enter any additional codes: 09

(See back of last page for instructions)

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  NO

6

Is this property designated as forest land per chapter 84.33 RCW?  YES  NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?  YES  NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW?  YES  NO

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 \_\_\_\_\_

(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 \_\_\_\_\_

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) \_\_\_\_\_

Reason for exemption \_\_\_\_\_

Type of Document Statutory Warranty Deed (SWD)

Date of Document 12/20/18

Gross Selling Price \$	<u>205,000.00</u>
*Personal Property (deduct) \$	<u>500.00</u>
Exemption Claimed (deduct) \$	<u>0.00</u>
Taxable Selling Price \$	<u>204,500.00</u>
Excise Tax : State \$	<u>2,617.60</u>
Local \$	<u>511.25</u>
*Delinquent Interest: State \$	<u>0.00</u>
Local \$	<u>0.00</u>
*Delinquent Penalty \$	<u>0.00</u>
Subtotal \$	<u>3,128.85</u>
*State Technology Fee \$	<u>5.00</u> <u>5.00</u>
*Affidavit Processing Fee \$	<u>0.00</u>
Total Due \$	<u>3,133.85</u>

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 Larry L. Beitlich      Signature of Grantee or Grantee's Agent Marvin W. Hagen

Name (print) Larry L. Beitlich, Trustee      Name (print) Marvin W. Hagen

Date & city of signing: 12.26.18, Clarkston, WA      Date & city of signing: 12.26.18, 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.20.020 (1C)).

**EXHIBIT "A"**

417181

That part of Lots 7, 8 and 9 in Block H-3-3 of Clarkston Heights according to the official plat thereof, filed in Book B of Plats at Page(s) 101, records of Asotin County, Washington more particularly described as follows: Commencing at the Northwest corner of said Lot 9, said point being on the centerline of 4th Avenue; thence South along the West line of said Lot 9 for a distance of 835.67 feet; thence East for a distance of 310 feet to the True Place of Beginning; thence continue East for a distance of 219.34 feet to a point on the East line of Lot 8 of Block H-3-3; thence North along said East line of Lot 8 for a distance of 158.17 feet; thence East a distance of 120.66 feet; thence North for a distance of 272.5 feet; thence West a distance of 190 feet; thence South a distance of 20 feet; thence West a distance of 150 feet; thence South for a distance of 410.67 feet to the Place of Beginning

AND

The South 3 feet of Lot 25 in Block One of Charnita Heights Addition, according to the official plat thereof, filed in Book D of Plats at Page(s) 22, records of Asotin County, Washington.

The land described in this commitment/policy shall not be deemed to include any house trailer or mobile home standing on the premises.

This article-by-article explanation is a brief summary of the provisions of your trust agreement. It is not a legal document. You should read the actual trust agreement carefully. In the event of a conflict, the terms of the actual trust agreement control.

## **Article One Establishing My Trust**

Article One creates your trust and identifies you as the initial Trustee. The name of your trust is the **BEITLICH LIVING TRUST** dated     JUL 12 2012    .

A more formal name for your trust is "**LARRY L. BEITLICH, Trustee, or his successors in trust, of the BEITLICH LIVING TRUST** dated     JUL 12 2012     and any amendments thereto." But for purposes of transferring property to your trust or to identify your trust in any beneficiary or pay-on-death designation, any description permitted by law referring to your trust will be effective. A description may refer either to the name of your trust or to the name of at least one Trustee, with an indication that the Trustee holds the property as Trustee.

This Article also contains language allowing you or a Trustee to prove the existence of your trust through use of an Affidavit or Certification of Trust. This provision protects the privacy of your trust, by allowing third parties to rely on the Affidavit or Certification of Trust, rather than needing a copy of the whole trust agreement.

To ensure that your trust is valid, the trust is initially funded with Ten Dollars cash.

Because you retain the right to amend and revoke your trust, it will be classified as a "Grantor Trust" under the Internal Revenue Code. Therefore, while you are alive, you will be treated as the owner of all the assets held in your trust as though you owned them in your own name. While your trust is a Grantor Trust, the taxpayer identification number of your trust will be your Social Security number.

## **Article Two Family Information**

Article Two contains information about family members or other persons important to you.

# The BEITLICH LIVING TRUST

## Article One Establishing My Trust

The date of this trust agreement is JUL 12 2012. The parties to this agreement are LARRY L. BEITLICH (the "Trustor") and LARRY L. BEITLICH (my "Trustee").

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

### Section 1.01 Identifying My Trust

For convenience, my trust may be referred to as:

"The BEITLICH LIVING TRUST dated JUL 12 2012."

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

"LARRY L. BEITLICH, Trustee, or his successors in trust, of the BEITLICH LIVING TRUST dated JUL 12 2012 and any amendments thereto."

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

### Section 1.02 Reliance by Third Parties

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of my Trustee or the powers held by my Trustee. To protect the confidentiality of this agreement, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust in lieu of providing a copy of this agreement. The affidavit or certification may include pertinent pages from this agreement, such as title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in the affidavit or certification of

homestead exemption or violate a restriction on transfer agreement.

**(b) Acceptance by My Trustee**

By executing this agreement, my Trustee accepts and agrees to hold the property transferred to the trust as trust property. All property transferred to my trust after the date of this agreement must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer, and dispose of all trust property accepted by my Trustee for my benefit and for the benefit of my beneficiaries in accordance with the terms of this agreement.

**Section 1.04 Powers Reserved by Me as Trustor**

As Trustor, I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this agreement.

**(a) Action on Behalf of My Trust**

Whenever I am serving as Trustee, I may act for and conduct business on behalf of my trust without the consent of any other Trustee.

**(b) Amendment, Restatement, or Revocation**

I may amend, restate, or revoke this agreement, in whole or in part, for any purpose. Any amendment, restatement, or revocation must be made in writing and delivered to the then-serving Trustee.

**(c) Addition or Removal of Trust Property**

I may add property to my trust and may remove any property from my trust at any time.

**(d) Control of Income and Principal Distributions**

I retain the right to control the distribution of income and principal from my trust. I may direct my Trustee to distribute as much of the net income and principal of the trust property as I deem advisable to me or to other persons or entities. My Trustee may distribute the net income and principal to me or for my unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of my trust.

**(e) Approval of Investment Decisions**

I reserve the absolute right to review and change my Trustee's investment decisions; however, my Trustee is not required to seek my approval before making investment decisions.

**Section 1.05 Grantor Trust Status**

By reserving the broad rights and powers set forth in Section 1.04 of this Article, I intend to qualify my trust as a "grantor trust" under Sections 671 to 677 of the Internal Revenue Code. This means that for federal income tax purposes I will be treated as the owner of all the assets held in my trust during my lifetime, as though I held them in my individual capacity.

During any period that my trust is a Grantor Trust, the Taxpayer Identification Number of my trust will be my Social Security number, in accordance with Treasury Regulation Section 301.6109-1(a)(2).

(Remainder of page intentionally left blank.)

