

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after March 1, 2023.
This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.
This form is your receipt when stamped by cashier. *Please type or print.*

Check box if partial sale, indicate % _____ sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Estate of Byron Hostetler

Mailing address 19630 Hwy 129

City/state/zip Asotin, WA 99402

Phone (including area code) _____

2 Buyer/Grantee

Name Gordon Hostetler

Mailing address P.O. Box 58

City/state/zip Asotin, WA 99402

Phone (including area code) (208) 791-6942

3 Send all property tax correspondence to: Same as Buyer/Grantee

Name _____

Mailing address _____

City/state/zip _____

List all real and personal property tax parcel account numbers

10473501200000000

Personal property?

Assessed value(s)

\$ 203,900.00

\$ 0.00

\$ 0.00

4 Street address of property 302 2nd Street

This property is located in Asotin (for unincorporated locations please select your 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 you need more space, attach a separate sheet to each page of the affidavit).

Lots 9, 10, 11 and 12 of Block 35 of Schank & Reed Addition to Asotin, Asotin County, Washington. Together with any vacated streets and alleys attaching thereto by operation of law.

5 11 - Household, single family units

Enter any additional codes _____

(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? Yes No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions) Yes No

6 Is this property designated as forest land per RCW 84.33? Yes No

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

Is this property receiving special valuation as historical property per RCW 84.26? 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 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 signature _____

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) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____

Signature _____

Print name _____

Print name _____

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

Signature of grantor or agent Rodney Hostetler

Name (print) Rodney Hostetler

Date & city of signing Lewiston, Idaho 6/2/23

Signature of grantee or agent Gordon Hostetler

Name (print) Gordon Hostetler

Date & city of signing Lewiston, Idaho 6/2/23

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

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0201

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

Gross selling price 0.00
*Personal property (deduct) 0.00
Exemption claimed (deduct) 0.00
Taxable selling price 0.00
Excise tax: state
Less than \$525,000.01 at 1.1% 0.00
From \$525,000.01 to \$1,525,000 at 1.28% 0.00
From \$1,525,000.01 to \$3,025,000 at 2.75% 0.00
Above \$3,025,000 at 3% 0.00
Agricultural and timberland at 1.28% 0.00
Total excise tax: state 0.00
0.0075 Local 0.00
*Delinquent interest: state 0.00
Local 0.00
*Delinquent penalty 0.00
Subtotal 0.00
*State technology fee 5.00
Affidavit processing fee 5.00
Total due 10.00

Creson, Moore, Dikken + Guillo
CK# 14862

PAID
JUN 13 2023
ASOTIN COUNTY
TREASURER

56139
Print on legal size paper.
Page 1 of 6

EXHIBIT A

Lots 9, 10, 11 and 12 of Block 35 of Schank & Reeds Addition to Asotin, Asotin County, Washington.

Together with any vacated streets and alleys attaching thereto by operation of law.

APN: 1-047-35-012-0000

AFTER RECORDING, RETURN TO:

Blake L. Houlihan
Creason, Moore, Dokken & Geidl, PLLC
P. O. Drawer 835
Lewiston ID 83501

ESTATE DISPUTE RESOLUTION AGREEMENT

Reference Numbers of Related Documents: N/A

Grantor: Estate of Byron Hostetler

Grantees: Gordon Hostetler

Legal Description:

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

Lots 9, 10, 11 and 12 of Block 35 of Schank & Reeds Addition to Asotin, Asotin County, Washington.

Together with any vacated streets and alleys attaching thereto by operation of law.
 3. Assessor's Parcel No. 1-047-35-012-0000
-

CONFORMED COPY

FILED

2023 JUN -6 AM 11:46

SUPERIOR COURT OF WASHINGTON
FOR THE COUNTY OF ASOTIN
IN PROBATE

MCKENZIE A. CAMPBELL
COUNTY CLERK
ASOTIN COUNTY, WA

IN THE MATTER OF THE ESTATE

Case No. 98-4-00032- 8

OF

ESTATE DISPUTE RESOLUTION
AGREEMENT

BYRON R. HOSTETLER,

(11.96A.220)

Deceased.

Pursuant to RCW 11.96A.220 and the related sections of RCW Chapter 11.96A, dealing with Trust and Estate Dispute Resolutions, Darcy Hostetler Robinson (hereinafter "Darcy") as a beneficiary of the Estate of Byron R. Hostetler (hereinafter "Estate"), Rodney B. Hostetler, (hereinafter "Rodney") as a beneficiary of the Estate, and Gordon Hostetler, (hereinafter "Gordon") an interested person, (collectively the "Parties") hereby enter into this Estate Dispute Resolution Agreement (hereinafter "Agreement"), effective the 2 day of JUNE, 2023, for the purposes of setting forth the agreement among the parties as to the distribution of the Estate's remaining asset and settling all matters of dispute that may arise among them.

RECITALS

WHEREAS, on or about October 11, 1970, Winnie Hostetler (hereinafter "Winnie") died intestate, a resident of the State of Washington, having an interest in certain real property commonly referred to as 302 2nd Street, Asotin, State of

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Washington and more particularly described on Exhibit A attached hereto (hereinafter "Real Property"). Such Real Property is the subject of this Agreement.

WHEREAS, Winnie's heirs as law included her two children, Bruce Hostetler (hereinafter "Bruce") and Byron R. Hostetler (hereinafter "Byron").

WHEREAS, Winnie's Estate was probated in Asotin County, State of Washington, case number 11380.

WHEREAS, pursuant to that certain *Order Approving Final Account and Decree of Distribution* ("Order and Decree") attached hereto as Exhibit B, Winnie's Estate passed to her heirs at law, Bruce and Byron, share and share alike. Such transfer included the Estate's interest in the Real Property.

Bruce's interest in the Real Property:

WHEREAS, Bruce Hostetler died testate on March 10, 2001, and his Estate was probated in Asotin County, State of Washington, case number 01-4-00028-7.

WHEREAS, Bruce Hostetler's share of the Real Property was appropriately transferred at Bruce's death from the Estate of Bruce Hostetler to Bruce Hostetler's surviving spouse, Darlene Hostetler, pursuant to those certain warranty deeds recorded in Asotin County, State of Washington as instrument numbers 258290 and 259678.

WHEREAS, Darlene Hostetler later transferred her interest in the Real Property to her son, Gordon Hostetler, with a retained life estate, pursuant to that certain quitclaim deed recorded in Asotin County, State of Washington, as instrument number 283904.

WHEREAS, Darlene Hostetler died on May 4, 2022, and a death certificate was, or will be, recorded in Asotin County, State of Washington, thereby removing Darlene Hostetler's interest in the Real Property.

Byron's interest in the Real Property:

~~WHEREAS, Byron R. Hostetler died testate on March 31, 1998.~~

WHEREAS, on May 11, 1998, Bryon's surviving spouse, Joyce Hostetler, was appointed as the personal representative of his Estate in Asotin County, State of Washington, case number 98-4-00032-8.

WHEREAS, Byron's heirs at law included Joyce Hostetler and Byron's children, namely: Darcy Hostetler Robinson and Rodney B. Hostetler.

WHEREAS, attached hereto as Exhibit C, is a true and correct copy of Byron R. Hostetler's *Last Will and Testament*, dated December 16, 1997.

WHEREAS, Byron R. Hostetler's *Will* directed that his assets be split into two shares; the first share (Share One) was designated to pass to Joyce Hostetler, and the remaining share (Share Two) was to be held in Trust for Joyce Hostetler's benefit during her lifetime and then was to pass to Byron's two (2) children upon Joyce Hostetler's death, namely: Darcy Hostetler Robinson and Rodney B. Hostetler, share and share alike.

WHEREAS, the Estate was closed pursuant to that certain *Declaration of Completion* filed in case number 98-4-00032-8 on November 16, 2000.

WHEREAS, the Estate did not transfer its interest in the Real Property prior to closing.

WHEREAS, Byron's surviving spouse, Joyce Hostetler (hereinafter "Joyce") died testate, a resident of Asotin County, State of Washington, on July 6, 2006.

WHEREAS, Joyce Hostetler's heirs at law include her two children: Darcy Hostetler Robinson and Rodney B. Hostetler.

WHEREAS, on August 1, 2006, Darcy Hostetler Robinson and Rodney B. Hostetler were appointed as the co-personal representatives of the Estate of Joyce Hostetler in Asotin County, State of Washington, case number 06-4-00045-8.

WHEREAS, attached hereto as Exhibit D, is a true and correct copy of Joyce Hostetler's *Last Will and Testament*, dated December 16, 1997.

WHEREAS, Article "EIGHTH" of Joyce Hostetler's *Last Will and Testament* directed that her assets pass to her two children, Darcy Hostetler Robinson and Rodney

~~B. Hostetler, share and share alike.~~

WHEREAS, the Estate owns a one-half (1/2) interest in the Real Property.

WHEREAS, the Parties have determined how the Estate will be distributed and wish to memorialize their agreement relating to the distribution of the remaining Estate asset herein.

NOW THEREFORE, BASED ON THE BACKGROUND ITEMS DESCRIBED ABOVE AND UPON THE TERMS AND CONDITIONS SET FORTH BELOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. ***Disposition of Real Property.*** The Parties agree that the Estate real property listed on Exhibit A, commonly referred to as 302 2nd Street, Asotin, State of Washington, shall vest with Gordon Hostetler as his sole and separate property, free and clear of any claim of the Estate or its heirs and assigns.

2. The Parties understand and acknowledge that Blake L. Houlihan of Creason, Moore, Dokken & Geidl, PLLC, Lawyers, represents Gordon Hostetler in his individual capacity in preparing this EDRA and has prepared this Agreement at the request of Gordon Hostetler. Each of the Parties has the right to consult with an independent attorney of his or her choosing to advise him or her prior to executing this Agreement. The Parties understand and acknowledge that this is a binding legal document that affects substantial property rights of each party and all of the parties and should not be executed without a full understanding of the consequences hereof.

3. The undersigned agrees to indemnify and hold harmless each other to the extent of any loss they might suffer because of any adverse claims made against the Estate resulting from this action, including reasonable attorney fees.

4. Each of the Parties hereto agrees to execute any other or additional documents as may be necessary or appropriate to carry this Agreement into full force and effect and waive any right to notice prior to filing this EDRA with the Court.

5. The parties agree that pursuant to RCW 11.96A:220 and the related sections of RCW Chapter 11.96A, dealing with Trust and Estate Dispute Resolutions, any party may cause this Agreement to be filed with the Court. Filing this Agreement with the Court will have the effect of giving this Agreement the full force and effect

of a Court order. Any party may file this document with the Court without further notice to any party. Whether or not this Agreement is filed with the Court, it shall be binding and enforceable as a contract on all persons signing this EDRA Agreement.

6. **Other Matters.**

A. *Entire Agreement.* This Agreement represents the full and complete agreement between the Parties hereto and may be modified only upon written agreement of all of the Parties hereto.

B. *Binding Effect.* This Agreement shall be binding upon all Parties hereto, their heirs, representatives, successors in interest and assigns.

C. *Headings.* Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

D. *Governing Law.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Washington.

E. *Time is of the Essence.* Time is of the essence as to any term and condition of this Agreement.

F. *Counterparts.* Execution of this Agreement may be by counterpart originals but shall be effective as if all signatures were contained in a single document. Each duly executed counterpart, upon execution of this Agreement by all parties, shall constitute a duplicate original of this Agreement.

G. *Recitals.* The introductory language and the recitals contained herein are substantive terms and are incorporated fully as part of this Agreement.

H. *Assignments.* This Agreement is personal to each of the parties. None of the rights, powers or privileges of any party may be assigned to any third party and any such attempt at assignment shall be void.

I. *Successors.* Subject to the provisions restricting assignments, all rights and obligations of the parties shall be binding upon and inure to the benefit of their heirs, agents, insurers, personal representatives, successors and assigns.

IT IS SO AGREED.

DATED to be effective the 2 day of JUNE, 2023.

[Signature Pages Follow]

By signing this separate signature page, the undersigned acknowledges that he or she has read the entire Agreement and agrees to be fully and completely bound by the terms set forth therein, both individually and in his or her representative capacity, if applicable.

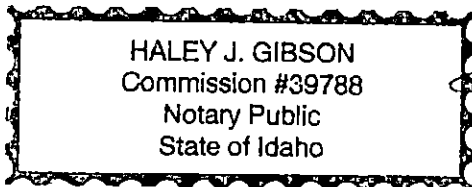
ESTATE OF BYRON HOSTETLER

By Darcy Hostetler-Robinson
Darcy Hostetler Robinson, Beneficiary

STATE OF Idaho
: ss.
County of Nez Perce

On this 2nd day of June, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Darcy Hostetler Robinson, known or identified to me to be a beneficiary of the Estate of Byron Hostetler and the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Haley J. Gibson
Notary Public in and for said State,
residing in or employed at Lewiston
My Commission Expires: 3-31-2027

By signing this separate signature page, the undersigned acknowledges that he or she has read the entire Agreement and agrees to be fully and completely bound by the terms set forth therein, both individually and in his or her representative capacity, if applicable.

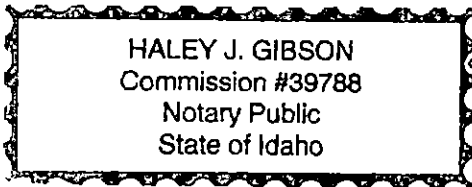
ESTATE OF BYRON HOSTETLER

By Rodney B. Hostetler
Rodney B. Hostetler, Beneficiary

STATE OF Idaho)
County of Nez Perce) : ss.

On this 2nd day of June, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Rodney B. Hostetler, known or identified to me to be a beneficiary of the Estate of Byron Hostetler and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Haley J. Gibson
Notary Public in and for said State,
residing in or employed at Lewiston
My Commission Expires: 3-31-2027

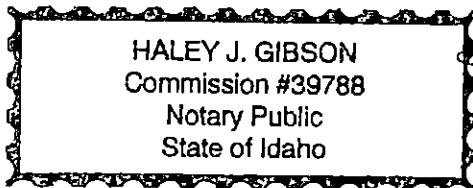
By signing this separate signature page, the undersigned acknowledges that he or she has read the entire Agreement and agrees to be fully and completely bound by the terms set forth therein, both individually and in his or her representative capacity, if applicable.

By Gordon Hostetler
Gordon Hostetler, Individually

STATE OF Idaho
: ss.
County of Nez Perce

On this 2nd day of June, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Gordon Hostetler, known or identified to me to be a beneficiary of the Estate of Byron Hostetler and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Haley J. Gibson
Notary Public in and for said State,
residing in or employed at Severson
My Commission Expires: 3-31-2027