

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

Only for sales in a single location code on or after January 1, 2020.
This affidavit will not be accepted unless all areas on all pages are fully completed.
This form is your receipt when stamped by cashier. *Please type or print.*

Check box if the sale occurred in more than one location code. Check box if partial sale, indicate % _____ sold.
List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name The Lanoma R. Hendrickson Testamentary Trust "C" and the Estate of Don G. Hendrickson
Mailing address 910 Magnolia St
City/state/zip Lewiston, ID 83501
Phone (including area code) (509) 758-8472

2 Buyer/Grantee

Name Ronald E. Scheibe and Kim L. Scheibe, husband and wife
Mailing address 14614 Montgomery Ridge
City/state/zip Anatone, WA 99401
Phone (including area code) (509) 256-3352

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	Personal property?	Assessed value(s)
<u>2-008-47-016-3700-0000</u>	<input type="checkbox"/>	<u>\$ 4,220.00</u>
_____	<input type="checkbox"/>	<u>\$ 0.00</u>
_____	<input type="checkbox"/>	<u>\$ 0.00</u>

4 Street address of property Unplatted Asotin

This property is located in Asotin County (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).

Please see attached Exhibit A.

5 **81 - Agriculture (not classified under current use la)**

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 predominantly used for timber (as classified under RCW 84.84 and 84.33) or agriculture (as classified under RCW 84.34.020)? See ETA 3215. Yes No
If yes, complete the predominate use calculator (see instructions for section 5).

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption.
WAC number (section/subsection) _____
Reason for exemption _____

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 [Signature]
Name (print) Gail Cooper, Trustee / Personal Representative
Date & city of signing 2/25/21, CLARKSTON, WA

Signature of grantee or agent [Signature]
Name (print) Ronald E. Scheibe
Date & city of signing 2/25/21, 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 \$5000, or by both imprisonment and fine (RCW 9A.20.020(1c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

Type of document	Statutory Warranty Deed
Date of document	<u>2/25/21</u>
Gross selling price	<u>64,000.00</u>
*Personal property (deduct)	<u>0.00</u>
Exemption claimed (deduct)	<u>0.00</u>
Taxable selling price	<u>64,000.00</u>
Excise tax: state	
Less than \$500,000.01 at 1.1%	<u>704.00</u>
From \$500,000.01 to \$1,500,000 at 1.28%	<u>0.00</u>
From \$1,500,000.01 to \$3,000,000 at 2.75%	<u>0.00</u>
Above \$3,000,000 at 3%	<u>0.00</u>
Agricultural and timberland at 1.28%	<u>0.00</u>
Total excise tax: state	<u>704.00</u>
Local	<u>160.00</u>
*Delinquent interest: state	<u>0.00</u>
Local	<u>0.00</u>
*Delinquent penalty	<u>0.00</u>
Subtotal	<u>864.00</u>
*State technology fee	<u>5.00</u>
Affidavit processing fee	<u>0.00</u>
Total due	<u>869.00</u>

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

EXHIBIT A

Legal Description

Government Lot 3 and the Southwest Quarter of the Southwest Quarter of Section 16, Township 8 North, Range 47 East of the Willamette Meridian, records of Asotin County, Washington.

EXCEPTING therefrom that portion lying with in the following described property.

A parcel of land for the purpose of additional right of way to accommodate Snake River Road Improvement Project, CRP #232, being that part of Section 16, Township 8 North, Range 47 East, W.M., Asotin County, Washington being more particularly described as follows:

Commencing at the meander corner located on the section line between Section 16 and Section 21 of Township 8 North, Range 47 East of the Willamette Meridian, said point being the "TRUE POINT OF BEGINNING," thence N90°00'00"W for a distance of 127.49 feet, thence N26°05'48"E for a distance of 115.66 feet, thence N63°54'12"W for a distance of 15.0 feet, thence N26°05'48"E for a distance of 200.0 feet, thence S63°54'12"E for a distance of 15.0 feet, thence N26°05'48"E for a distance of 38.83 feet to a point of curve, thence around a curve to the left with a central angle of 10°15'38" a radius of 865.0 feet, for a distance of 154.90 feet, thence S74°09'49"E for a distance of 5.0 feet, thence deflect left 90°00'00" and proceed around a curve to the left with a central angle of 16°31'54", a radius of 870.0 feet for a distance of 251.02 feet, thence N0°41'44"W for a distance of 141.84 feet to a point of curve, thence around a curve to the left with a central angle of 11°52'53", a radius of 2270.0 feet, for a distance of 470.72 feet, thence S88°06'34"E approximately 63 feet to the ordinary high water line, thence southerly along the ordinary high water line to the point where the ordinary high water line intersects the south section line of Section 16, thence proceed N90°00'00"W approximately 104 feet to a point, said point being the "TRUE PLACE OF BEGINNING."

FILED

2020 APR 24 AM 8:34

MCKENZIE A. CAMPBELL
COUNTY CLERK
ASOTIN COUNTY, WA

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SUPERIOR COURT OF WASHINGTON FOR ASOTIN COUNTY

In re the Estate of:

DON G. HENDRICKSON,
Deceased.

No. 20-4-00037-02
LETTERS TESTAMENTARY WITH
NONINTERVENTION POWERS

WHEREAS, the Last Will and Testament of Don G. Hendrickson (aka Donald Hendrickson), deceased, was on the 23rd day of April, 2020, duly exhibited, proven, and recorded in our said Superior Court;

WHEREAS, Gail Cooper is the person nominated as Personal Representative in said Will;

WHEREAS, Gail Cooper has petitioned this court to be appointed Personal Representative thereof; and

WHEREAS, this court has entered an order granting nonintervention powers to the Personal Representative,

NOW, THEREFORE, know all people by these presents, that we do hereby authorize the said Gail Cooper to execute the terms of the Will with nonintervention powers according to law.

5/1/20

LETTERS TESTAMENTARY WITH
NONINTERVENTION POWERS

Gittins & Dukes, PLLC
843 Seventh Street
Clarkston, WA 99403
(509)758-2501
Facsimile: (509) 758-3576

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**FIRST AMENDMENT TO THE LANOMA R. HENDRICKSON
TESTAMENTARY TRUST "C"**

COMES NOW, DONALD HENDRICKSON (herein called the Trustor) and with
reference to the "LANOMA R. HENDRICKSON TESTAMENTARY TRUST 'C'", hereby
amend said Trust as follows: *D. R. H.*

The Initial Trustee hereto, DONALD R. HENDRICKSON, hereby appoints GAIL
COOPER as Co-Trustee and Successor Trustee of the Lanoma R. Hendrickson
Testamentary Trust "C."

Other than the above, the rest and balance of that LANOMA R.

HENDRICKSON TESTAMENTARY TRUST "C" shall remain in full force and effect,
unchanged.

IN WITNESS WHEREOF the Trustor and Trustees have executed this Amendment as of
this 8th day of August, 2016.

Donald Hendrickson

DONALD HENDRICKSON, TRUSTOR AND TRUSTEE

Gail Cooper

GAIL COOPER, TRUSTEE

Asotin County, WA
Daria McKay Auditor

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09/30/2016 01:11 PM



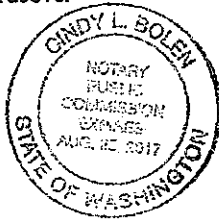
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STATE OF WASHINGTON)

County of ASOTIN) :ss

On this 8th day of August, 2016, before me the undersigned Notary Public in and for said State, personally appeared DONALD HENDRICKSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and an notarial seal on the date last written above.



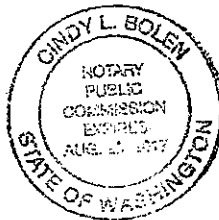
Cindy L Bolen
NOTARY PUBLIC in and for the State of Washington
Residing at Lewiston, Id
My Commission Expires: 8/25/2017

STATE OF WASHINGTON)

County of ASOTIN) :ss

On this 8th day of August, 2016, before me the undersigned Notary Public in and for said State, personally appeared GAIL COOPER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and an notarial seal on the date last written above.



Cindy L Bolen
NOTARY PUBLIC in and for the State of Washington
Residing at Lewiston, Id
My Commission Expires: 8/25/2017

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CONFORMED COPY

FILED

2020 OCT 14 AM 11:21
MCKENTIE A. CAMPBELL
COUNTY CLERK
ASOTIN COUNTY, WA

SUPERIOR COURT OF WASHINGTON FOR ASOTIN COUNTY

In re the Estate of:

No. 20-4-00037-02

DON G. HENDRICKSON,

ESTATE AND TRUST
RESOLUTION AGREEMENT

Deceased.

In re the LANOMA R. HENDRICKSON
TESTAMENTARY TRUST 'C'

In re the DONALD AND LANOMA
HENDRICKSON CHILDREN'S TRUST

The parties as described in this Estate Resolution Agreement enter into this agreement in accordance with RCW Chapter 11.96A in order to provide a binding, nonjudicial agreement to resolve matters pertaining to the administration and ultimate disposition of assets within the estate of Don G. Hendrickson (aka Donald Hendrickson) ("Estate"), the Lanoma R. Hendrickson Testamentary Trust 'C' ("Testamentary Trust"), and the Donald and Lanoma Hendrickson Children's Trust ("Children's Trust").

I. PARTIES.

The parties to this agreement are those interested in the estate of Don G. Hendrickson, the Lanoma R. Hendrickson Testamentary Trust 'C', and the Donald and Lanoma Hendrickson Children's Trust as follows:

ESTATE AND TRUST
RESOLUTION AGREEMENT

1

Gittins & Dukes, PLLC
843 Seventh Street
Clarkston, WA 99403
(509) 758-2501
Facsimile: (509) 758-3576

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1 1.1 Gail Cooper, 910 Magnolia St, Lewiston, ID 83501, Beneficiary of the
2 Estate, Testamentary Trust, and Children's Trust, Personal Representative of the Estate,
3 and Trustee of the Lanoma R. Hendrickson Testamentary Trust 'C';

4 1.2 Linda Jean Bayless, P.O. Box 245, Mansfield, WA 98830, Beneficiary of
5 the Estate, Testamentary Trust, and Children's Trust; and

6 1.3 Donita Lockwood, 91 Okanogan Cemetery Rd, Okanogan, WA 98840,
7 Beneficiary of the Estate, Testamentary Trust, and Children's Trust.

8 1.4 Each of the foregoing parties is a beneficiary of the estate of Don G.
9 Hendrickson, the Lanoma R. Hendrickson Testamentary Trust 'C', and/or the Donald and
10 Lanoma Hendrickson Children's Trust, and may otherwise receive assets by beneficiary or
11 other designation as a consequence of the death of Don G. Hendrickson. Each is thus a
12 "party" within the contemplation of Chapter 11.96A of the Revised Code of Washington,
13 which grants to parties interested in an estate the power to resolve by agreement issues
14 which arise in the administration of an estate.

15
16
17 **II. RECITALS**

18 2.1 Don G. Hendrickson executed his Last Will and Testament on August 20,
19 2014, a copy of which is attached as Exhibit A. He died on March 17, 2020.

20 2.2 The Last Will and Testament of Don G. Hendrickson was admitted to
21 probate on April 24, 2020, and Gail Cooper was appointed as Personal Representative of
22 the Estate of Don G. Hendrickson on April 24, 2020.

23 2.3 Lanoma R. Hendrickson, Don G. Hendrickson's former spouse, executed
24 her Last Will and Testament on March 10, 1995, a copy of which is attached as Exhibit B.
25 Lanoma Hendrickson died on May 31, 2004.
26
27
28

1 2.4 In her Will, Lanoma R. Hendrickson gave all of her right, title, and interest
2 in and to the marital community's personal automobile, household furniture and
3 furnishings, wearing apparel, jewelry, and personal articles for recreation and enjoyment to
4 Donald Hendrickson.
5

6 2.5 Lanoma R. Hendrickson also established testamentary trusts in her Will
7 which effectively entrusted all of her other assets in a testamentary trust for the benefit of
8 her husband, Don G. Hendrickson, during his lifetime.
9

10 2.5.1 Lanoma R. Hendrickson's Will entrusted into Trust C all of her
11 assets up to the amount which could pass to the final beneficiaries without triggering estate
12 taxes, and her Will entrusted whatever assets remained unallocated thereby into Trust B.
13

14 2.5.2 Upon Lanoma R. Hendrickson's death, her assets were allocated into
15 Trust C, but since the assets and gifts made during her lifetime were insufficient to give
16 rise to estate taxes, no assets were ever allocated into Trust B.
17

18 2.6 Lanoma R. Hendrickson's Testamentary Trust directs that upon Don
19 Hendrickson's death, Trust C should terminate and all undistributed income from Trust C
20 should be paid over into the Estate of Don Hendrickson, any estate taxes should be paid
21 from the principal, and any principal remaining should be paid over into Trust B.
22

23 2.7 Lanoma R. Hendrickson's Testamentary Trust also directs that upon Don
24 Hendrickson's death, Trust B should terminate, and all of the rest, residue and remainder of
25 Trust B's assets should be distributed to the trustee of the Donald and Lanoma
26 Hendrickson Children's Trust, established under Paragraph Eight of Lanoma R.
27 Hendrickson's Last Will and Testament.
28

1 2.8 The Donald and Lanoma Hendrickson Children's Trust directed the
2 distribution of all trust assets in three equal share to the beneficiaries, defined as "each
3 living child of mine or the issue of any deceased child of mine" upon the beneficiary
4 reaching the age of 25 or upon the establishment of the Donald and Lanoma Hendrickson
5 Children's Trust, whichever occurred later.
6

7 2.9 The Donald and Lanoma Hendrickson Children's Trust was established
8 upon the death of Donald Hendrickson on March 17, 2020. At that time, Lanoma R.
9 Hendrickson's three children, Linda Jean Bayless, Gail Cooper, and Donita Lockwood,
10 remained alive and all were over the age of 25.
11

12 2.10 The Donald and Lanoma Hendrickson Children's Trust appoints James
13 Weissenfels to act as trustee of the Donald and Lanoma Hendrickson Children's Trust, and
14 if he is unable or unwilling to act as trustee, then the trust directs a successor trustee to be
15 appointed by any competent court having jurisdiction over the trust.
16

17 2.11 James Weissenfels died at the age of 73 on July 26, 2008. However, the
18 parties to this Agreement agree to the appointment of Gail Cooper as trustee of the Donald
19 and Lanoma Hendrickson Children's Trust to make final distributions as directed by Trust
20 C and this Trust Resolution Agreement.

21 2.12 Don G. Hendrickson's assets as of his date of death consisted of the
22 following:

- 23 i. Umpqua Bank Money Market Account #*5142: \$ 7,742.95
- 24 ii. Edward Jones Investment Account #*44-1-7: \$186,031.54
- 25

26 2.13 The Testamentary Trust's assets as of Don G. Hendrickson's date of death
27 consisted of the following:

- 28 i. Edward Jones Investment Account #*45-1-6: \$ 46,697.19

- 1 ii. Umpqua Bank Certificate of Deposit #*9771: \$125,643.91
2 iii. Real Property on Snake River Road (64.74 acres): . . . \$ 64,740.00
3 (Parcel #2-008-47-016-3700)
4 iv. Alliance Title Escrow Account #1821 \$344,051.80

5 2.14 The Children's Trust's assets as of Don G. Hendrickson's date of death
6 consisted of the following:

- 7 i. Umpqua Bank Checking Account #*2110: \$ 32,445.19

8 2.15 Alliance Title Escrow Account #1821 will continue to be paid off in annual
9 installments of \$38,006.04 for the next 11 years, although the amount and duration of
10 payments is subject to change after the remaining 64.74 acres are sold to him.

11 2.16 Ronald Scheibe, the individual who purchased real property from the
12 Testamentary Trust resulting in the creation of Alliance Title Escrow Account #1821, has
13 expressed an interest in purchasing the Testamentary Trust's remaining 64.74 acres of real
14 property at a gross sale price of \$64,740.00. The parties agree that this is the fair market
15 value of the real property and desire to sell the real property to Ronald Scheibe at that
16 price.
17

18 2.17 Donita Lockwood and Bill Lockwood signed a Promissory Note on October
19 14, 1997, promising to pay Donald Hendrickson (aka Don G. Hendrickson) and Lanoma
20 Hendrickson \$100,000 together with interest thereon at the rate of 8% per annum
21 ("Promissory Note"). Exhibit C.

22 2.18 Donita Lockwood and Bill Lockwood have made three payments on the
23 Promissory Note, as follows:

- 24 • \$19,002.74 on June 5, 2000 (Exhibit D);
25 • \$20,000.00 on October 29, 2004 (Exhibit E); and
26 • \$26,000.00 on October 24, 2005 (Exhibit F).
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V. GENERAL TERMS AND CONDITIONS

5.1 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 attempt at assignment shall be void.

5.2 Attorney Fees and Costs. In the event legal action becomes necessary to enforce or interpret the terms of this agreement, the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs incurred in such action as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in such appeals as determined by the Court(s).

VI. VENUE, JURISDICTION, AND APPLICABLE LAW

This agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Washington. If any action or other proceeding shall be brought on or in connection with this agreement, the venue of such action shall be in Asotin County, Washington. Each of the parties agree to the jurisdiction of such forum.

VII. EXECUTION OF DOCUMENTS

The parties agree to execute all documents necessary to implement the provisions of this agreement.

VIII. WAIVER, MODIFICATION, OR AMENDMENT

No waiver, modification, or amendment of any term or condition of this agreement shall be effective unless in writing executed by all of the parties. Neither the failure nor the delay on the part of any party to exercise any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege.

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IX. VERBAL AND OTHER AGREEMENTS

There are no verbal or other agreements which qualify, modify, or supplement this agreement.

X. 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, personal representatives, successors, and assigns.

XI. WAIVER OF NOTICE OF FILING

This agreement shall be filed with the Asotin County Superior Court under Cause No. 20-4-00037-02. In accordance with RCW 11.96A.230(2), the parties waive notice of the filing of this agreement with the Asotin County Superior Court and stipulate that this agreement following execution by all parties and upon filing will be deemed approved by the Superior Court and will be equivalent to a final court order binding on all persons interested in the Estate of Don G. Hendrickson, the Lanoma R. Hendrickson Testamentary Trust 'C', and the Donald and Lanoma Hendrickson Children's Trust. The parties also waive any right they may have to appeal from such order.

XII. COUNTERPART, DIGITAL AND FACSIMILE EXECUTION

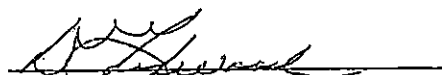
This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original. A digital or facsimile signature shall be deemed to be the equivalent of an original signature.

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IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth opposite their names.

Dated this 8TH day of OCTOBER, 2020.



DONITA LOCKWOOD

STATE OF WASHINGTON)
: ss
County of OKANOGAN)

On this day personally appeared before me Donita Lockwood, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8TH day of OCTOBER 2020.




Notary Public for WASHINGTON STATE
Residing at: OKANOGAN
My appointment expires: 09/13/2022

53945