



**REAL ESTATE EXCISE TAX AFFIDAVIT**  
 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)

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	Name <u>Ann K. Sears, Trustee</u>	BUYER GRANTEE	Name <u>Joanne Marie Gregory</u>
	<u>John W. Gerwel and Ann K. Sears Trust</u>		<u>David Richard Nauer</u>
	Mailing Address <u>TBD - 751 Brassie Falls Lane</u>		<u>33408 33rd Place S.</u>
	City/State/Zip <u>Jefferson GA 30549</u>		<u>Federal Way WA 98001</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>Joanne Marie Gregory David Richard Nauer</u>		<u>10043600900020000</u> <input type="checkbox"/>	List assessed value(s) <u>345,600.00</u>
Mailing Address <u>33408 33rd Place S.</u>		<u>12050000100000000</u> <input type="checkbox"/>	<u>121,700.00</u>
City/State/Zip <u>Federal Way WA 98001</u>		<input type="checkbox"/>	
Phone No. (including area code) _____		<input type="checkbox"/>	

Street address of property: 1595 Poplar St. - 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 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 chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?  YES  NO

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 \_\_\_\_\_

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	<u>Statutory Warranty Deed (SWD)</u>	
Date of Document	<u>07/08/21</u>	
Gross Selling Price \$	<u>665,000.00</u>	
*Personal Property (deduct) \$	<u>0.00</u>	
Exemption Claimed (deduct) \$	<u>0.00</u>	
Taxable Selling Price \$	<u>665,000.00</u>	
Excise Tax : State \$	<u>7,612.00</u>	
Local \$	<u>1,662.50</u>	
*Delinquent Interest: State \$	<u>0.00</u>	
Local \$	<u>0.00</u>	
*Delinquent Penalty \$	<u>0.00</u>	
Subtotal \$	<u>9,274.50</u>	
*State Technology Fee \$	<u>5.00</u>	<u>5.00</u>
*Affidavit Processing Fee \$	<u>0.00</u>	
Total Due \$	<u>9,279.50</u>	

02/00

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

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

Signature of Grantor or Grantor's Agent Ann K. Sears Signature of Grantee or Grantee's Agent Joanne Marie Gregory

Name (print) Ann K. Sears, Trustee Name (print) Joanne Marie Gregory

Date & city of signing: Clarkston, WA 7/8/21 Date & city of signing: 7/12/21 Clarkston

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

EST

DATE 07/16/2021 - RECEIPT No. 54365 - Alliance Title - Clarkston

**EXHIBIT "A"**

561664

That part of Lots 9, 10, and 11 in Block 'WW' of Vineland, according to the official plat thereof, filed in Book B of Plats at Page(s) 27 Official Records of Asotin County, Washington, more particularly described as follows:

Commencing at the stone monument at the intersection of centerlines of 16th Street and Poplar Street; thence North  $87^{\circ}25'4''$  East along the centerline of Poplar Street a distance of 27.23 feet to the True Place of Beginning; thence continue North  $87^{\circ}25'16.4''$  East a distance of 405.43 feet; thence South  $82^{\circ}41'20''$  West a distance of 267.17 feet; thence South  $7^{\circ}40'44''$  West a distance of 8.57 feet; thence South  $2^{\circ}36'39.8''$  East a distance of 233.95 feet; thence South  $87^{\circ}23'20.2''$  West a distance of 41.94 feet; thence North  $2^{\circ}23'52''$  West a distance of 12.19 feet; thence North  $51^{\circ}32'22''$  West a distance of 81.27 feet; thence North  $69^{\circ}35'40''$  West a distance of 24.62 feet; thence South  $87^{\circ}23'20.2''$  West a distance of 39.18 feet to a point on the centerline of 16th Street; thence North  $2^{\circ}36'39.8''$  West along said centerline a distance of 162.05 feet; thence Northeasterly around a curve to the right for a distance of 38.61 feet to the True Place of Beginning, EXCEPT that portion lying within 16th and Poplar Streets adjacent thereto.

AND

Lot 1 of Morgan Addition according to the official plat thereof, filed in Book E of Plats, page 15, Official Records of Asotin County, Washington.

*grub*  
*DRN*

54365

JOHN W. GERWELS AND ANN K. SEARS TRUST

Dated October 12, 2017

ARTICLE ONE

RECITALS

1.1 John W. Gerwels created the John W. Gerwels 2007 Trust for separate property which was owned by John W. Gerwels. The trust was amended from time to time and most recently amended and restated in its entirety on November 17, 2016.

1.2 The John W. Gerwels 2007 Restated Trust was a revocable trust.

1.3 John W. Gerwels desires to convert all of his separate property which was held by the John W. Gerwels 2007 Restated Trust into community property to be owned by John W. Gerwels and his wife, Ann K. Sears. John W. Gerwels hereby gifts the entirety of the John W. Gerwels 2007 Restated Trust to John W. Gerwels and Ann K. Sears, to be held as community property.

1.4 John W. Gerwels and Ann K. Sears jointly create through this trust instrument the John W. Gerwels and Ann K. Sears Trust.

ARTICLE TWO

DECLARATION OF TRUST

2.1 Declaration. John W. Gerwels and Ann K. Sears, of Asotin County, Washington, who are herein referred to as "the settlor" or "the trustee," depending on the context, hereby declare that they created this John W. Gerwels and Ann K. Sears Trust on October 12, 2017 and hold certain property (the "Trust Estate") in trust, to be held, administered, and distributed according to the terms of this instrument. The John W. Gerwels and Ann K. Sears Trust is a grantor revocable trust.

2.2 Name of Trust. The name of the trust created by this instrument shall be the John W. Gerwels and Ann K. Sears Trust ("Trust").

2.3 Effective Date. The Trust is effective October 12, 2017.

2.4 Marital Status. The settlors are married.

54365

the administration of the trust. Information may be delivered to a beneficiary's virtual representative.

8.22 Delegation of Duties to Co-Trustee. Whenever there is more than one person acting as co-trustee 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 authorized in Article Seven of this Trust, 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 co-trustee 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.

Any action taken by an authorized co-trustee shall be binding upon the Trust and may be relied upon by third parties dealing with the Trust Estate and the trustees. A co-trustee shall be authorized to act pursuant to this section by a notarized written instruction signed by all other acting co-trustees specifically referring to this section, and stating whether the delegation of duties and grant of authority is specific to certain matters or general to all matters concerning the Trust.

8.23 Spendthrift. Upon the death of settlor, all payments of principal and income payable or to become payable to any beneficiary of any Trust created hereunder shall not be subject to anticipation, assignment, pledge, sell, or transfer in any manner nor shall any beneficiary have the power to anticipate or encumber such interest nor shall such interest while in the possession of the fiduciary hereunder be liable for or subject to the debts, contracts, obligations, liabilities, or torts of any beneficiary.

9.4 Definition of Incapacity. As used in this instrument, "incapacity" or "incapacitated" means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following:

(a) Provide properly for that person's own needs for physical health, food, clothing, or shelter; or

(b) Manage substantially that person's own financial resources, or resist fraud or undue influence.

9.5 Captions. The captions appearing in this instrument are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

9.6 Severability Clause. If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of this instrument shall be construed as if the invalid provision had not been included.

9.7 Washington Law to Apply. All questions concerning the validity, interpretation, and administration of this instrument, including any Trusts created under this instrument, shall be governed by the laws of the State of Washington, regardless of the domicile of any trustee or beneficiary.

## ARTICLE TEN

### SIGNATURE AND EXECUTION

Execution. We certify that we 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 trustees of the Trust created by this Declaration of Trust, we approve this Declaration of Trust in all particulars, and agree to be bound by its terms and conditions. As settlors of the Trust created by this Declaration of Trust, we approve this Declaration of Trust in all particulars, and agree to be bound by its terms and conditions:

Executed on October 12, 2017, at Clarkston, Washington.

SETTLOR-TRUSTEE



John W. Gerwels

Ann K. Sears  
Ann K. Sears

ACKNOWLEDGMENT

STATE OF WASHINGTON     )  
  :SS  
County of Asotin         )

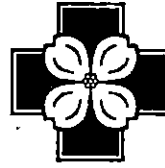
On October 12, 2017, before me, David A. Gittins, a notary public in and for the State of Washington, personally appeared John W. Gerwels and Ann K. Sears, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

David A. Gittins  
Notary Public for Washington  
Residing at Clarkston.  
My appointment expires March 28, 2021

Notary Public  
State of Washington  
DAVID A. GITTINS  
MY COMMISSION EXPIRES  
MARCH 28, 2021

54365



**ST. JOSEPH**  
Regional Medical Center

7-6-2021

To whom it may concern;

My patient John Gerwels, DOB 10-25-2943, has dementia. He no longer has the mental capacity to conduct any type of legal business. I am aware that the Gerwels are trying to sell their house and that John's signature is needed. He is not capable of signing anything legal, and this should be conducted by his wife Ann who has durable power of attorney.

Daniel McIntosh, MD