

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 Timothy J. Heintz, a married man

Mailing address 821 21st Ave
City/state/zip Lewiston, ID 83501
Phone (including area code) (208) 750-3600

2 Buyer/Grantee

Name Karen Y. Heintz, a married woman dealing in her sole and separate property

Mailing address 2475 19th St
City/state/zip Clarkston, WA 99403
Phone (including area code) (509) 780-3626

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>1-041-26-009-007-0000</u>	<input type="checkbox"/>	<u>\$ 209,800.00</u>
_____	<input type="checkbox"/>	<u>\$ 0.00</u>
_____	<input type="checkbox"/>	<u>\$ 0.00</u>

4 Street address of property 2475 19th St, Clarkston, WA 99403

This property is located in Clarkston (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 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 predominantly used for timber (as classified under RCW 84.34 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).

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 _____

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) WAC 458-61A-203(1)
Reason for exemption

Transfer from one spouse to the other to recognize separate property.

Type of document Quitclaim Deed
Date of document 08/18/2021

Gross selling price	<u>209,800.00</u>
*Personal property (deduct)	<u>0.00</u>
Exemption claimed (deduct)	<u>209,800.00</u>
Taxable selling price	<u>0.00</u>
Excise tax: state	
Less than \$500,000.01 at 1.1%	<u>0.00</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>0.00</u>
0.0025 Local	<u>0.00</u>
*Delinquent interest: state	<u>0.00</u>
Local	<u>0.00</u>
*Delinquent penalty	<u>0.00</u>
Subtotal	<u>0.00</u>
*State technology fee	<u>5.00</u>
Affidavit processing fee	<u>5.00</u>
Total due	<u>10.00</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 agent Karen Y. Heintz
Name (print) Karen Y. Heintz, Attorney-in-Fact
Date & city of signing 8-18-21 Clarkston, WA 99403

Signature of grantee or agent Karen Y. Heintz
Name (print) Karen Y. Heintz
Date & city of signing 8-18-21 Clarkston, WA 99403

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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EXHIBIT A

Legal Description

That part of Lot 9 of Block "H-1-1" of Clarkston Heights, Asotin County, Washington according to the recorded plat thereof, described as follows:

Commencing at the Northeast corner of said Lot 9, which point is the intersection of the centerline of the county road with the East line of said Lot 9; thence South along the East line of said Lot 9 a distance of 529.35 feet to the True Point of Beginning; thence continue South along the East line of said Lot 9 a distance of 210.94 feet; thence deflect right 90° a distance of 278.75 feet to the centerline of the county road; thence North along said centerline a distance of 210.94 feet; thence deflect right 90° a distance of 278.75 feet to the point of beginning.

54463

DURABLE POWER OF ATTORNEY

OF

TIMOTHY J. HEINTZ

TIMOTHY J. HEINTZ, as principal, domiciled and residing in Asotin County, Washington, as authorized by Chapter 11.94 of the Revised Code of Washington, as amended, designates and appoints KAREN Y. HEINTZ, as his attorney-in-fact. If KAREN Y. HEINTZ is unable or unwilling to act in this capacity, I designate and appoint DARREN M. BROOKS as my attorney-in-fact. If DARREN M. BROOKS is unable or unwilling to act in this capacity, I designate and appoint BRANDON T. BROOKS as my attorney-in-fact.

1. Powers. The attorney-in-fact as a fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the principal, whether located within or without the State of Washington, including, without limitation, the power and authority to:

a. Make transfers of the principal's property including but not limited to transfers to the principal's spouse and gifts to the principal's children, for the purpose of qualifying the principal for governmental medical assistance to the full extent provided by law, should there be a need for medical care or for the purpose of preserving for the principal's spouse the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance; any transfers made pursuant to this paragraph shall not be deemed to be a breach of fiduciary duty by the attorney-in-fact.

b. Make gifts, whether outright or in trust, to the relatives of the principal and the spouses of any such relatives, in accordance with any pattern of making gifts to such persons which the principal has established or planned to establish or in such amounts as the attorney-in-fact shall determine appropriate as long as such gifts would be in the best interests of the principal and those interested in the estate of the principal, such determination to be made in the sole discretion of the attorney-in-fact.

c. Make deposits to and payments from any account in a financial institution in the name of the principal and to enter any safe deposit box to which the principal has a right of access and deposit or remove property therefrom.

d. Make, amend, alter or revoke any of community property agreement, agreement as to status of property, or other document of similar import entered into by the principal and her spouse, and make, amend, alter or revoke any of the principal's life insurance beneficiary designations and retirement plan beneficiary designations as long as in the sole discretion of the attorney-in-fact such action would be in the best interests of the principal and those interested in the estate of the principal.

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54463

e. Make transfers of property, both real and personal, to any trust created by the principal of which the principal is the beneficiary during the principal's life.

f. Consent to medical and surgical care and non-treatment for the principal; consent to the withholding or withdrawal of life-sustaining treatment for the principal; to grant or withhold informed consent to medical treatment as provided in R.C.W. 7.70.060 on behalf of the principal in the event the principal is incompetent to make such decisions or to give or withhold such informed consent, including, without limitation, the right to approve and direct the withholding of life-sustaining measures utilizing mechanical or other artificial means including cardiopulmonary resuscitation, defibrillation, the use of a respirator, intubation, the insertion of a naso-gastric tube, use of antibiotics, and direct that procedures, including, but not limited to, manual feeding used to provide me with nourishment and hydration (for example, all forms of intravenous and parenteral feeding and all forms of tube feeding and misting) be withheld, or, if previously instituted, direct that they be withdrawn; consent to the admission of the principal to a medical, nursing, residential or similar facility; and to enter into agreements for the principal's care.

g. Sell, exchange, or otherwise transfer title to the principal's stocks, bonds or other securities.

h. Purchase, receive, take possession of, lease, sell, convey, exchange, endorse, pledge, mortgage, release, hypothecate, encumber or likewise dispose of property or any interest in property, whether real, personal, mixed, tangible or intangible.

i. Disclaim in whole or in part, any interest in property, whether outright, in trust, or otherwise, so long as in the sole discretion of the attorney-in-fact such disclaimer would not be detrimental to the best interests of the principal, and would be in the best interests of those interested in the estate of the principal and of those who take as a result of any such disclaimer.

j. Submit all federal and state income tax and gift tax returns on behalf of the principal and to pay all such taxes as may be due.

k. Represent the principal during audits, appeals, and lawsuits related to any income or gift tax return filed on behalf of the principal, and to pay any assessments for interest or penalties levied against the principal in connection with such tax returns.

l. The attorney-in-fact is expressly authorized to surrender for its cash value, change the designation of ownership and/or beneficiary of any policy of insurance under which the principal has an ownership interest when the surrender or change is for the purpose of qualifying the principal for medical assistance, the limited casualty program for the medically needy or Medicaid benefits to continue to maintain such benefits or to avoid or prevent estate or lien recovery in respect of such services.

m. Except as otherwise provided above, the attorney-in-fact shall not have the power to revoke or change any estate planning or testamentary documents previously executed by the principal, unless the document authorizes changes with court approval.

3. Purposes. The attorney-in-fact shall have the general power to act for and in the place of the principal in all respects and including all powers as are necessary or desirable to provide for the support, maintenance, health, emergencies, and urgent necessities of the principal upon the disability or incompetence of the principal.

4. Effectiveness. This power of attorney shall become effective immediately upon the execution hereof by the principal and shall not be affected by the disability or incompetence of the principal.

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5. Duration. This durable power of attorney becomes effective as provided in Section 4 hereof and shall remain in effect for the period and to the extent permitted by the Revised Code of Washington, or until revoked or terminated under Section 7 and 8 hereof, notwithstanding any uncertainty as to whether the principal is dead or alive.

6. Ascertainable Standard. Notwithstanding any provision of this Power of Attorney or of applicable law seemingly to the contrary, any right or power exercisable by the attorney-in-fact which would otherwise constitute a general power of appointment in the attorney-in-fact under Sections 2041 or 2514 of the Internal Revenue Code may be exercised in favor of the attorney-in-fact only if necessary for the purpose of providing for the support, maintenance, health or education of the attorney-in-fact.

7. Revocation. This power of attorney may be revoked, suspended, or terminated in writing by the principal with written notice to the designated attorney-in-fact and when the written instrument of revocation is recorded in the office of the recorder or auditor of the above-referenced county.

8. Termination.

a. By Appointment of Guardian. The appointment of a guardian of the estate of the principal vests in the guardian, with court approval, the power to revoke, suspend, or terminate this power of attorney. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend, or terminate this power of attorney.

b. By Death of Principal. The death of the principal shall be deemed to revoke this power of attorney at the time the attorney-in-fact receives actual knowledge or actual notice of such death.

9. Nomination of Guardian. If it should at any time be necessary to appoint a guardian or limited guardian of the person or estate of the principal, the principal hereby nominates the attorney-in-fact, as designated herein, as the principal's said guardian or limited guardian.

10. Accounting. The attorney-in-fact shall be required to account to any personal representative subsequently appointed for the principal.

11. Reliance. The designated and acting attorney-in-fact and all persons dealing with the attorney-in-fact shall be entitled to rely upon this power of attorney so long as at the time of any act taken pursuant to this power of attorney, the attorney-in-fact had not received actual knowledge or actual notice of any revocation, suspension, or termination of the power of attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees, or personal representatives of the principal.

12. Property. This power of attorney shall apply to all the principal's interest in community property and to the principal's separate property, whether now owned or hereafter acquired.

13. Liability of Attorney-in-Fact. The estate of the principal shall hold harmless and indemnify the attorney-in-fact from any and all liability for acts done in good faith and not in fraud on behalf of the principal.

14. Compensation. The Attorney-in-fact shall be entitled to all reimbursement for all costs and expenses reasonably incurred and shall be entitled to receive, without court approval, such compensation for services performed as attorney-in-fact as is reasonable in the community for like services performed as attorney-in-fact and/or as guardian of the estate. The attorney-in-fact, in the exercise of the powers herein granted, may employ the services of an attorney, an accountant, and other professional advisors as are necessary and shall be authorized to compensate them for their services.

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15. Applicable Law. The laws of the State of Washington shall govern this power of attorney.
16. Effective Date. This power of attorney shall become effective at the time specified in Section 4 hereof.
- IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 13 day of June, 2006.

Timothy J. Heintz

 TIMOTHY J. HEINTZ

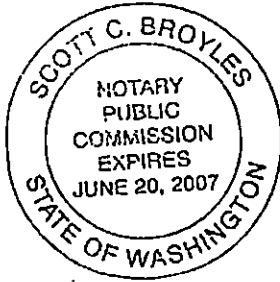
STATE OF WASHINGTON)
) ss.
 County of Asotin)

This is to certify that on this 13 day of June, 2006, before me, the undersigned Notary Public, personally appeared TIMOTHY J. HEINTZ, to me known to be the individual described in and who executed the foregoing Durable Power of Attorney, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Scott C. Broyles

 Notary Public in and for the State of
 Washington, residing at Clarkston.
 My Commission Expires: 6/20/07



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54463