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P. Lowry
GAR. H. OLSON

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Filed	<i>7/22/92</i>
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LIFE ESTATE AGREEMENT

5575/17066
This agreement is made on the 8th day of July, 1992, between PAUL M. NEWELL AND SALLY A. NEWELL, husband and wife, of Underwood, Skamania County, Washington, referred to as Grantee, and EARL D. STRODE AND ROBERTA J. STRODE, husband and wife, of Underwood, Skamania County, Washington, referred to as Grantor.

In consideration of the mutual covenants and promises between Grantor and Grantee, the parties agree as follows:

**SECTION ONE
RESERVATION OF LIFE ESTATE**

For and in consideration of the conveyance, coincident with this agreement, of real property situated at Star Route, Box 242, Underwood, Washington to Grantee by Grantor, Grantors reserve a life estate for the period of Grantors' natural lives, and the right to occupy, rent free, from the date of this agreement, according to and under the following terms and conditions, the following described real estate, situated in the County of Skamania, State of Washington:

The West half of the the West half of the Northeast quarter of Section Fifteen (15), Township Three (3) North, Range 10 East of the Willamette Meridian

SUBJECT TO easements and restrictions of record.

**SECTION TWO
TAXES AND ASSESSMENTS**

All taxes, levies, and assessments against the premises shall be paid by Grantor during the existance of the life estate.

**SECTION THREE
MAINTENANCE AND REPAIRS**

Grantor, at Grantor's own expense, will make all ordinary and normal repairs to the existing building and improvements now on the premises that grantor deems necessary.

PHILLIPS REYNIER & SUMERFIELD
P.O. BOX 754
718 STATE STREET
HOOD RIVER, OREGON 97031
(503) 346-4264

Glenda J. Kimmel, Skamania County Assessor
By: *JK* Parcel # 310-15-300

SECTION FOUR FIRE OR CASUALTY

Grantor, subject to the provisions of Section Three, will make, at Grantor's own expense, all repairs to the buildings and improvements now or hereafter erected on the premises required because of one or more partial or complete destructions of the improvements by the action of the elements, fire, or other casualty, so as to insure the tenure, but, in the event of damage or destruction of any of the buildings under such circumstances as would require Grantor to repair or rebuild the buildings, Grantee shall not be under any obligation to furnish Grantor or other occupants with another residence during the period of repair or reconstruction.

SECTION FIVE DESTRUCTION BY LIFE TENANT

If destruction or damage to any of the buildings or improvements is caused by the wilful, malicious, or grossly negligent act of Grantor or any occupant of the house, their agents, employees, or visitors, or by any act of Grantee or any occupant of the buildings, their agents, employees, or visitors, that would prevent any standard insurance company from writing a standard insurance policy of the State of Washington at the standard rate, or would cause the cancellation of such policy once written, or would release such company from liability under such policy were Grantor the named insured under such policy, there shall remain an obligation on Grantor to repair or rebuild if the intent is to reoccupy. The references to a standard insurance policy of the State of Washington are made for the purpose of defining the rights and obligations of the parties and shall be given full force and effect irrespective of the existence or nonexistence of such policy or policies on the buildings and improvements.

SECTION SIX LANDSCAPING

Grantor shall have the right to landscape the area surrounding the improved premises, not to include greater than 5 acres, at Grantor's option, as Grantor may from time to time deem desirable, or proper, but the maintenance and upkeep of the yard and all landscape items planted by Grantor shall be the responsibility of Grantor, except that, in the event Grantor should be incapacitated while in occupancy, Grantee may take responsibility for maintaining the yard and landscaping for the duration of such incapacity.

SECTION SEVEN ACCESS TO PREMISES

Grantee, through Grantee's agents and employees, shall have the right at all times to enter into and on the premises for the purposes of construction, reconstruction, and maintenance, of making repairs, improvements, and replacements to buildings and grounds, and of making such inspections as Grantee may deem necessary or advisable, but any inspection of the dwelling house shall be made at reasonable hours during the daytime, on reasonable advance notice being given Grantor. This provision shall in no way obligate Grantee to make repairs or improvements.

**SECTION EIGHT
UTILITY ASSESSMENTS**

All water, sewer, and electricity charges and fees assessed against the property shall be paid by Grantor.

**SECTION NINE
INSURANCE**

Grantee shall not be under any obligation to Grantor to carry fire or other casualty insurance on the premises, but may do so at grantee's option. If insurance is carried by grantee, any loss payable thereunder shall be controlled by the provisions of the real estate contract of this same date, and following such time as said contract is complete, such proceeds shall be payable directly to grantee.

**SECTION TEN
SUBLETTING OF PREMISES**

Grantor shall not have the right to sublet the premises for any purposes.

**SECTION ELEVEN
USE OF PREMISES**

Grantor shall use the premises solely as a dwelling or home for themselves, or together with members of their immediate family. Up to one caregiver, not a family member, may reside with grantor unless written approval otherwise is obtained in advance from Grantee. Other individuals, not related to the Strodes, may reside for a period of up to two weeks annually, but the premises shall not otherwise be used by Grantor or other occupants as a source of profit for rental purposes or otherwise. Grantees have the unrestricted right to use, divide or cultivate the unimproved real property, comprising approximately 35 acres not immediately contiguous with the Grantors' current home, for any purpose, including the construction of a residence, agreeing, however, not to grow or cultivate wine grapes or other crops primarily used in the production of alcoholic beverages.

**SECTION TWELVE
INSTALLATIONS**

Grantor will not erect any sign on the premises, or attach or install radio aerials, television antennas or make any other installations on the premises without first obtaining the written consent of Grantee.

**SECTION THIRTEEN
ALTERATIONS**

Grantor will not make any changes, alterations, deletions, or additions to the interior or exterior of the buildings and improvements on the premises without having first obtained the written consent of Grantee, and shall proceed with such construction in compliance with all codes and laws consistent with such activity.

SECTION FOURTEEN
DEATH, LIFE ESTATE TERMINATION

On the death of Grantors, or upon the premises being left vacant for a period of 90 days due to the incapacity of either grantors or failure to rebuild following a casualty loss, all restrictions and covenants contained in this agreement shall terminate, and Grantee shall have unrestricted title to, and the use of the premises. Voluntary relinquishment by Grantor or breach of obligations in this agreement shall also terminate the life estate.

SECTION FIFTEEN
ENCUMBRANCES

Grantor shall not do any act to encumber the premises.

SECTION SIXTEEN
QUIET POSSESSION

Grantee shall have quiet possession of the unimproved premises, subject, however, in all respects, to Grantor's right of possession and occupancy during Grantor's tenure as set out in this agreement.

SECTION SEVENTEEN
BINDING EFFECT

This agreement shall inure to and in all respects be binding on the successors and assigns of Grantee and the personal representatives of Grantor.

SECTION EIGHTEEN
NOTICE

Any notice by either of the parties to the other party may be given, and shall be deemed to have been properly given, if either delivered personally, in Skamania County, Washington, or to Grantor at the premises described

SECTION NINETEEN
SPECIFIC PROVISIONS

Grantors shall have the right to use all outbuildings except the open portion of the metal shed to the east of the home. They shall have the obligation to care for the fruit trees near the home and the right to harvest fruit from those trees. They shall have the right to use the present water source (spring and pond) for domestic, kitchen garden use. They shall be permitted to cut firewood from the property, but only those trees which have been determined to be dead by mutual agreement of the parties.

SECTION TWENTY
PETS AND LIVESTOCK

Grantors shall not be permitted to board any pets or livestock on the premises or grounds.

In witness, the parties have executed this agreement at Columbia
Tell Company, the day and year first above written.

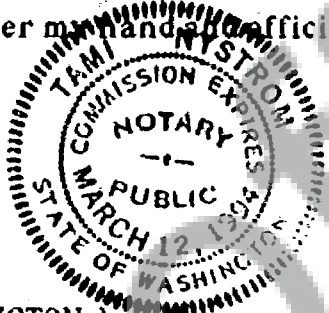
Carl D. Stroch
Robert J. Stroch
Grantor

Paul M. Newell
Sally A. Newell
Grantee

STATE OF WASHINGTON)
County of Klickitat) ss.

On this day personally appeared before me PAUL M. NEWELL and SALLY A. NEWELL, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of July, 1912

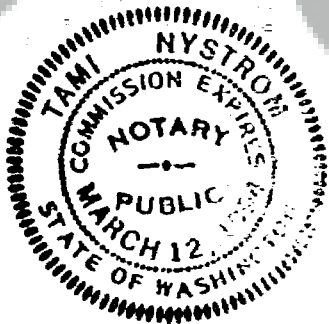


Sam Reynolds
NOTARY PUBLIC in and for the State of
Washington, residing at White Salmon

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me EARL D. STRODE and ROBERTA J. STRODE, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of July, 1992



Tami R. Strom
NOTARY PUBLIC in and for the State of
Washington, residing at