

AFTER RECORDING MAIL TO:

Name Robert D. Weisfield

Address PO Box 421

City/State Bingen, WA 98605

SCR 26858

Document Title(s): (or transactions contained therein)

1. Life Estate Agreement
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Allen, Daniel Scott
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Newel, Verne A.
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

S15, T3N, R10E

☐ Complete legal description is on page 3 of document

Assessor's Property Tax Parcel / Account Number(s): 03-10-15-0-0-1200-00

7-14-04
EHM JK

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Doc # 2004153686
Page 1 of 8
Date: 07/14/2004 12:22P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$26.00



Filed at the Request of and
After Recorded Return to:
Robert D. Weisfield
Attorney at Law
P. O. Box 421
Bingen, WA 98605
(509) 493-2772

LIFE ESTATE AGREEMENT

This agreement is made on the 14 day of July,
2004, between DANIEL SCOTT ALLEN, a single man, of Hood River, Hood
River County, Oregon, referred to as Grantee, and VERNE A. NEWEL, a
married man, as his separate estate, 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 622 Orchard Lane, Underwood,
Washington to Grantee by Grantor, Grantor reserves a life estate for the
period of Grantor's natural life, 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 North 208.7 feet of the East 521.8 feet of the West 881.8 feet of the Northwest Quarter of the Southeast Quarter of Section 15, Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Skamania, State of Washington. EXCEPT that portion conveyed to Skamania County, by instrument recorded in Book 68, Page 689. Tax Parcel No. 03-10-15-0-0-1200-00. SUBJECT TO easements and restrictions of record.

Gary H. Martin, Skamania County Assessor

Date 7-14-09 Parcel # 03-10-15-0-0-1200

SECTION TWO TAXES AND ASSESSMENTS

All taxes, levies, and assessments against the premises shall be paid by Grantor during the existence 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.

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 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 SIX UTILITY ASSESSMENTS

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

SECTION SEVEN 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 payable directly to grantee.

SECTION EIGHT SUBLETTING OF PREMISES

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

SECTION NINE USE OF PREMISES

Grantor shall use the premises solely as a dwelling or home for himself and his wife, Charlene Newell, provided, however, that upon the death of Verne Newell and the termination of the life estate, Charlene Newell shall have one hundred twenty (120) days to vacate the premises. With the Grantee's advance written permission, up to one caregiver who is not a family member may reside with grantor.

SECTION TEN 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 ELEVEN DEATH; LIFE ESTATE TERMINATION

On the death of Grantor, or upon the premises being left vacant for a period of one hundred twenty (120) days due to the incapacity of the grantor 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 TWELVE ENCUMBRANCES

Grantor shall not do any act to encumber the premises.

SECTION THIRTEEN
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 FOURTEEN
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.

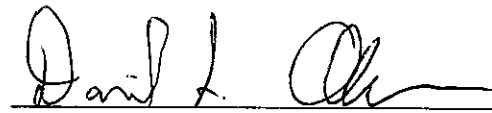
SECTION FIFTEEN
NOTICE

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.

In witness, the parties have executed this agreement at Bingen, Washington, the day and year first above written.



Verne A. Newell, Grantor

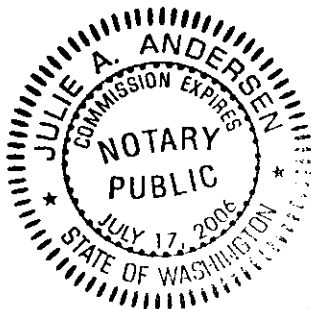


Daniel Scott Allen, Grantee

STATE OF WASHINGTON)
COUNTY OF Skamania) §
~~KLICKITAT~~)

I certify that I know or have satisfactory evidence that VERNE A. NEWELL is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 8th, 2004.

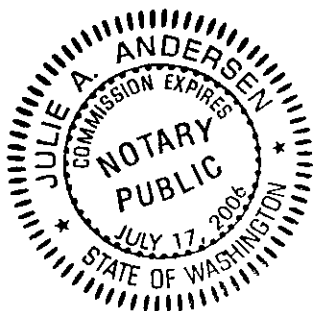


Julie A Andersen
Printed Name: Julie A Andersen
Notary Public in and for the State of
Washington, residing at Carson
My commission expires: 7-17-2006

STATE OF WASHINGTON)
COUNTY OF Skamania) §
~~KLICKITAT~~)

I certify that I know or have satisfactory evidence that DANIEL SCOTT ALLEN is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 8th, 2004.



Julie A Andersen
Printed Name: Julie A Andersen
Notary Public in and for the State of
Washington, residing at Carson
My commission expires: 7-17-2006