

## RETURN ADDRESS:

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Please Print or Type Information.  
5272 27335

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

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

## GRANTOR(S) (Last name, first, then first name and initials)

1. ~~Barnes, Gerald A.~~
2. Stephenson, John
3. Hu, Mei Lien
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

## GRANTEE(S) (Last name, first, then first name and initials)

1. ~~The Public~~ Barnes, Gerald A.
- 2.
- 3.
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

## LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Lot 1 of Gerald Short Plat, AF# 2004153569 (portion)

☒ Additional Names on page 11 of document.

## REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional Names on page # of document.

## ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-08-26-0-0-0501-00 (portion)

☐ Property Tax Parcel ID is not yet assigned.☐ Additional Names on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

## LIFE ESTATE AGREEMENT

This agreement is made on the 10<sup>th</sup> day of December, 2004, between JOHN STEPHENSON and MEI LIEN HU, husband and wife, of Home Valley, Washington, referred to as Granteess, and GERALD A. BARNES, a single man, as his separate estate, of Home Valley, Skamania County, Washington, referred to as Grantor.

In consideration of the mutual covenants and promises between Grantor and Granteess, 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 62 Desolation Road, Home Valley, Washington, to Grantees 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 real estate, situated in the County of Skamania, State of Washington, legally described on Exhibit "A" attached hereto:

### 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, Grantees shall not be under any obligation to furnish Grantor or other occupants with another residence during the period of repair or reconstruction. Insurance on the premises shall be paid by the Grantees pursuant to the conditions and terms of their lender's deed of trust.

### SECTION FIVE

#### DESTRUCTION BY LIFE TENANT

If destruction or damage to any of the buildings or improvements is caused by the willful, malicious, or grossly negligent act of Grantor or any occupant of the house, 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 12.01 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, Grantees may take responsibility for maintaining the yard and landscaping for the duration of such incapacity.

## SECTION SEVEN ACCESS TO PREMISES

Grantees, through Grantees' 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 Grantees 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 Grantees 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

Grantees shall not be under any obligation to Grantor to carry fire or other casualty insurance on the premises, but may do so at Grantees' option. If insurance is carried by Grantees, 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 Grantees.

## 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 himself. Up to one caregiver, not a family member, may reside with grantor unless written approval otherwise is obtained in advance from Grantees. Other individuals may reside for a period of up to two months annually, but the premises shall not otherwise be used by Grantor or other occupants as a source of profit for rental purposes or otherwise. Grantor may park his vehicles and excavation equipment on the property and may use the current shop for maintaining said equipment.

## 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 Grantees.

## 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 Grantees, 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 Grantor, or upon the premises being left vacant for a period of 90 days due to the incapacity of grantor or failure to rebuild following a casualty loss, all restrictions and covenants contained in this agreement shall terminate, and Grantees 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. Grantor's absence from the premises while he is on extended travel shall not constitute grounds for termination of the Agreement.

SECTION FIFTEEN  
ENCUMBRANCES

Grantor shall not do any act to encumber the premises.

SECTION SIXTEEN  
QUIET POSSESSION

Grantees 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 Grantees 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

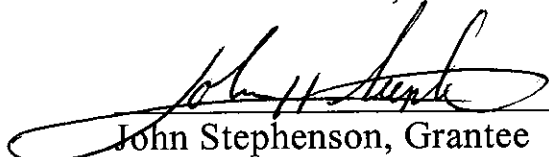
Grantor shall have the right to use all outbuildings. He shall have the obligation to care for the fruit and nut trees near the home and the right to harvest fruit and nuts from those trees. He shall have the right to use the present water source (Home Valley Water) for domestic use.

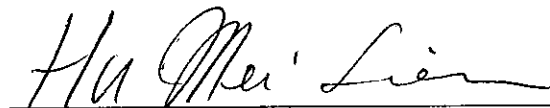
SECTION TWENTY  
PETS AND LIVESTOCK

Grantors shall be permitted to have domestic animals on the premises or grounds.

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

  
Gerald A. Barnes, Grantor

  
John Stephenson, Grantee

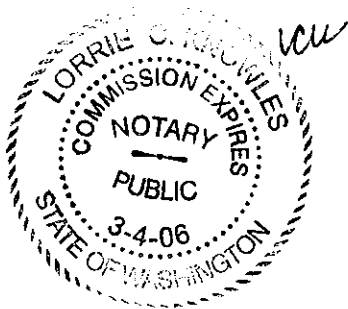
  
Mei Lien Hu, Grantee



STATE OF WASHINGTON           )  
  )  
COUNTY OF KLINKITAT        )

I certify that I know or have satisfactory evidence that GERALD A. BARNES 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: December 10, 2004.



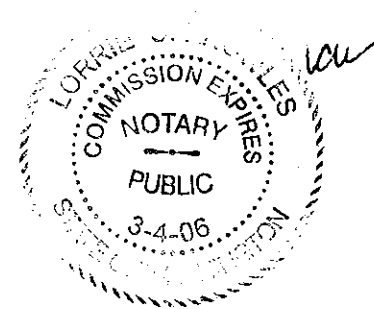
Lorrie C. Knowles

Lorrie C. Knowles  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 3/4/06.

STATE OF WASHINGTON           )  
  )  
COUNTY OF KLINKITAT        )

I certify that I know or have satisfactory evidence that JOHN STEPHENSON 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: December 10, 2004.



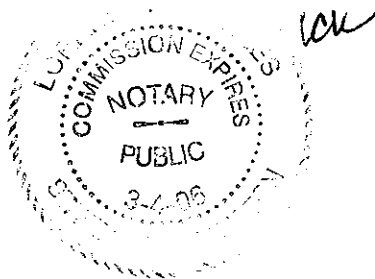
Lorrie C. Knowles

Lorrie C. Knowles  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 3/4/06.

STATE OF WASHINGTON                    )  
  ) §  
COUNTY OF KLUCKITAT                )

I certify that I know or have satisfactory evidence that MEI LIEN HU is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 10, 2004.



Lorrie C. Knowles  
Lorrie C. Knowles  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 3/4/06.

Unofficial Copy

## EXHIBIT A

All of lot 1 of the Gerald Short Plat except the following described parcel of land:

Beginning at the northeast corner of Lot 1 of the Gerald Short Plat (Auditor File Number 2004153569) located in the northeast quarter of the southeast quarter of Section 27, Township 3 North, Range 8 East, Willamette Meridian, said corner is monumented with a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence South  $01^{\circ}00'29''$  West, a distance of 100 feet to a 5/8 inch diameter rebar topped with an aluminum survey cap inscribed "D2AB 25552" set on a 5/8 inch diameter rebar;

Thence South  $01^{\circ}00'29''$  West, a distance of 131.73 feet to the centerline of seasonal creek;

Thence South  $66^{\circ}59'33''$  West along said centerline, a distance of 206.15 feet;

Thence North  $89^{\circ}47'34''$  West along said centerline, a distance of 108.16 feet to the centerline of Desolation Road as shown on said Gerald Short Plat;

Thence North  $17^{\circ}25'15''$  East along said centerline, a distance of 50.88 feet;

Thence North  $15^{\circ}38'57''$  West along said centerline, a distance of 139.56 feet;

Thence North  $00^{\circ}01'25''$  West along said centerline, a distance of 109.63 feet;

Thence North  $20^{\circ}03'41''$  East along said centerline, a distance of 27.57 feet to the north line of said Gerald Short Plat and a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence South  $88^{\circ}48'06''$  East along said north line, a distance of 315.06 feet to the Point of Beginning, containing 2.06 acres, more or less.