

Doc # 2006161033  
Page 1 of 9  
Date: 03/30/2006 03:28P  
Filed by: SKAMANIA COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$40.00

**AFTER RECORDING MAIL TO:**

Name Clarence P. Barnes

Address 261 Erickson Road

City/State Stevenson, WA 98648

SLT 28592

**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. Clarence P. Barnes
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

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

1. Kasey Dale Collins
- 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)

SEC 26 T3N R8E

☐ Complete legal description is on page 2 of document

**Assessor's Property Tax Parcel / Account Number(s):** 03-08-26-0-0-1700-00

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.



## LIFE ESTATE AGREEMENT

This Agreement is made on the 30<sup>th</sup> day of March, 2006, between KASEY DALE COLLINS, of Stevenson, Skamania County, Washington, referred to as Grantee, and CLARENCE P. BARNES, Trustee of the Clarence P. and O. Faye Barnes Living Trust Under Trust Agreement Dated September 17, 1998, and individually, as his separate estate, of Stevenson, 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 261 Erickson Road, Stevenson, 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 (hereinafter referred to as the "Premises"):

A tract of land in Section 26, Township 3 North, Range 8 East, of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Beginning at a point which is East 538.90 feet from the Southwest Quarter of said Section 26, which is also the Southeast corner of a tract of land conveyed to Avary Skaalheim by instrument recorded June 8, 1979 in Book 76, Page 671 in Auditor File No. 88719, Skamania County Deed Records; thence North along the East line of said Skaalheim tract a distance of 528.46 feet; thence South 79° 22'

East 252.50 feet to the West line of a tract of land conveyed to Anna C. Cheney by instrument recorded in October 19, 1954 in Book 38, Page 451, Auditor File No. 47728, Skamania County Deed Records; thence South 18° 15' West along said West line 508 feet to the South line of said Section 26; thence West along said South line 89.3 feet to the point of beginning.

Assessor's tax parcel number: 03-08-26-0-0-1700-00; Abbreviated Legal Description: Sec 26 T3N R8E.

## SECTION TWO TAXES AND ASSESSMENTS

All taxes, levies, and assessments against the Premises shall be paid by Grantee during the existence of the Grantor's 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 in order to maintain the Premises in its current condition. The Grantee shall have the right, at his sole option, to enter the Premises to perform such maintenance or repairs at his cost. The Grantee, at Grantee's own expense, may make extraordinary external repairs, including but not limited to painting, reroofing, and structural repairs.

## SECTION FOUR

### INSURANCE

Grantee shall insure the structures in an amount sufficient to repair or rebuild any improvements on the Premises to the same condition as existed on the date of this Agreement. Grantor shall be named additional insured on any policy of insurance purchased by Grantee consistent with the terms of the Deed of Trust executed herewith, except as to that portion of any policy insuring Grantee's personal property against casualty loss. Grantor shall not be under any obligation to Grantee to carry fire or other casualty insurance on the Premises, but may do so at Grantor's option. Grantor shall be solely responsible for insuring his personal property within the residence and his personal property on the Premises in an amount he so deems appropriate.

## SECTION FIVE

### LANDSCAPING

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, at his option, take responsibility for maintaining the yard and landscaping for the duration of such incapacity.

## SECTION SIX

### UTILITY ASSESSMENTS

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

SECTION SEVEN  
ASSIGNMENT/SUBLETTING OF PREMISES

Grantor shall not have the right to assign his rights under this Agreement or sublet the Premises for any purposes without the prior written consent of the Grantee.

SECTION EIGHT  
USE OF PREMISES

Grantor shall use the Premises solely as a dwelling or home for himself. Up to two caregivers may reside with Grantor.

SECTION NINE  
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 TEN  
DEATH; LIFE ESTATE TERMINATION

On the death of Grantor, or upon the Premises being unoccupied by Grantor for a period of ninety (90) days due to the incapacity of the Grantor, all rights of Grantor under this Agreement shall terminate, the Life Estate shall be deemed to have ended, and Grantee shall have unrestricted use of

the Premises. Grantee shall continue to make payments to Grantor's successor trustee if the debt under the Deed of Trust executed herewith is not otherwise paid in full. Voluntary relinquishment by Grantor or any other substantial breach of Grantor's obligations in this Agreement shall also terminate the Life Estate. Grantee shall give Grantor at least thirty (30) days written notice of any such other substantial breach of this Agreement, as directed in Section Thirteen hereinbelow. If said breach is not cured by the Grantor within thirty (30) days of receipt of said written notice, then the Grantor's Life Estate shall terminate and he shall relinquish possession of the Premises to the Grantee. Upon the death of the Grantor, or any other termination of the Life Estate as provided in this Agreement, the Grantor's personal representative shall have thirty (30) days to remove Grantor's personal effects from the Premises. Built-in fixtures and appliances shall remain the property of the Grantee.

#### SECTION ELEVEN ENCUMBRANCES

Grantor shall have no authority to and shall not encumber the Premises.

#### SECTION TWELVE BINDING EFFECT

This Agreement shall inure to and in all respects be binding on the heirs, successors and assigns of Grantee and the successor trustee and/or personal representatives of Grantor.

## SECTION THIRTEEN

### 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 delivered personally to either party or mailed to their address listed hereinbelow by certified mail, return receipt requested.

Grantor's Address: 261 Erickson Road, Stevenson, WA 98648

Grantees' Address: 381 Erickson Road, Stevenson, WA 98648

## SECTION FOURTEEN

### PETS

Grantor shall be permitted to have on the Premises domestic animals of his choosing.

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



Clarence P. Barnes, Trustee of the  
Clarence P. and O. Faye Barnes  
Living Trust Under Trust Agreement  
Dated September 17, 1998




Kasey Dale Collins, Grantee

STATE OF WASHINGTON                    )  
  ) §  
COUNTY OF SKAMANIA                )

I certify that I know or have satisfactory evidence that CLARENCE P. BARNES is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the Clarence P. and O. Faye Barnes Living Trust Under Trust Agreement Dated September 17, 1998, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 27<sup>th</sup> day of March, 2006.

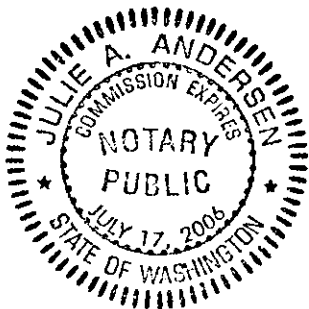



  
Printed Name: Julie A Andersen  
Notary Public in and for the State of  
Washington, residing at White Salmon  
My commission expires: 7-17-2006

STATE OF WASHINGTON                    )  
  ) §  
COUNTY OF SKAMANIA                )

I certify that I know or have satisfactory evidence that CLARENCE P. 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: March 27, 2006.



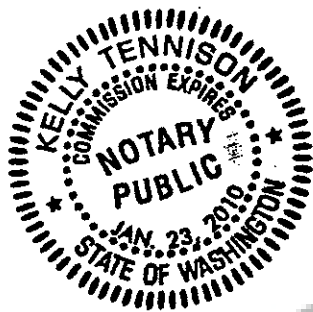
  
Printed Name: Julie A Andersen  
Notary Public in and for the State of  
Washington, residing at White Salmon  
My commission expires: 7-17-2006



STATE OF WASHINGTON           )  
  ) §  
COUNTY OF SKAMANIA        )

I certify that I know or have satisfactory evidence that KASEY DALE COLLINS 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: March 30th 2006.



Kelly Tennison  
Printed Name: Kelly Tennison  
Notary Public in and for the State of  
Washington, residing at White Salmon  
My commission expires: 1/23/10

Unofficial Copy