

WHEN RECORDED RETURN TO:

James L. Kacena, PLLC

P.O. Box 2024

White Salmon, WA 98672

DOCUMENT TITLE(S)

Life Estate Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

GRANTOR(S):

Robert R. O'Dell

Gloria J. Otto

☐ Additional names on page ____ of document.

GRANTEE(S):

Dorothy O'Dell

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

32832

OCT -9 2017

PAID

~~# EXEMPT~~
Allyson Lewis-Sepulveda
SKAMANIA COUNTY TREASURER

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

See Exhibit A attached to Life Estate Agreement

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

020720420407/00

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this 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 28th day of August 2017, between ROBERT O'DELL, a married person as his separate estate, of Husum, Klickitat County, Washington, and, GLORIA OTTO, a married person as her separate estate, of Vancouver, Clark County, Washington (Robert O'Dell and Gloria Otto are collectively referred to herein as "Grantors"), and DOROTHY O'DELL, an unmarried woman, of North Bonneville, Skamania County, Washington ("Grantee").

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

SECTION ONE**GRANT OF LIFE ESTATE**

For and in consideration of the concurrent conveyance from Grantee to Grantors by Washington statutory quitclaim deed of all real property interests or claimed interests of Grantee Dorothy O'Dell in that certain property known as 3207 Sunset Drive, North Bonneville, Washington, and legally described in Exhibit A, attached hereto and incorporated herein ("the Property"), Grantors Robert O'Dell and Gloria Otto hereby grant to Grantee Dorothy O'Dell a life estate in the Property for the period of her natural life for the right to occupy, rent free, from the date of this Agreement, the Property. Grantee is hereby granted the right to occupy the Property according to and under the terms and conditions contained in this Agreement.

SECTION TWO

PROPERTY TAXES AND ASSESSMENTS

All taxes, levies, and assessments against the Property shall be paid by Grantee during the duration of the Grantee's Life Estate.

SECTION THREE

MAINTENANCE AND REPAIRS

Grantee, at her own expense, will make all ordinary and normal repairs to the Property in order to maintain the Property in its current condition. Grantee will also engage, at her expense, a person or persons to maintain the lawn and landscaping of the Property in its current condition. Provided, however, Grantors shall be responsible for, and shall promptly make, all reasonably necessary replacements of structural or system elements of the improvements on the Property so as to make the Property reasonably habitable for Grantee's continued residency on the Property. Grantee shall not be required to replace any structural or system elements of the Property or improvements on the Property.

SECTION FOUR

INSURANCE

Grantors shall keep the Property insured against fire and other risks covered by a property insurance policy in an amount at least equal to the replacement value of the improvements on the Property. Grantee shall not be under any obligation to Grantors to carry fire or other casualty insurance on the Property, but may, at Grantee's option, insure Grantee's personal property located thereon. Grantee shall reimburse Grantors annually for the premium cost of the foregoing insurance policy.

SECTION FIVE

FIRE OR CASUALTY

Grantors will promptly make, at Grantors' expense but, provided that Grantors have complied with their Section Four obligations regarding insurance coverage, only to the extent of available insurance proceeds plus the applicable policy deductible, all repairs to the improvements now erected on the Property necessitated because of partial or complete destruction of the improvements by the action of the elements, fire, or other casualty, so as to assure the continuing tenure of Grantee's life estate.

SECTION SIX

LANDSCAPING

Grantee shall maintain the existing landscaping on the Property and shall maintain all areas around the dwelling house and in the Property in a neat, clean, orderly and weed-free condition. The maintenance and upkeep of the yard and all landscape items planted by Grantee shall be the responsibility of Grantee. In the event Grantee should become disabled while in occupancy, Grantors may, at their option, take responsibility for maintaining the yard and landscaping for the duration of such disability.

SECTION SEVEN

UTILITIES

All water, sewer, gas and electricity charges and fees, if any, assessed against the Property shall be paid by Grantee.

SECTION EIGHT

ASSIGNMENT/SUBLETTING OF LIFE ESTATE PROPERTY

Grantee shall not assign any of her rights under this Agreement nor sublet any portion of the Property for any purposes. The life estate rights under this Agreement held by each Grantee are personal to such Grantee and may not (a) be conveyed to any person, by community property agreement or otherwise, or (b) be inherited by any person. Except as provided in Section Nine, below, Grantee may not grant permission to any person to reside on the Property for any period of time, either in the dwelling house or elsewhere. Grantee may have guests and overnight visitors on the Property from time to time. To the extent that any Grantee has a spouse, now or in the future, the spouse of a Grantee may reside on the Property so long as the Grantee has his/her life estate hereunder and actually resides on the Property with the spouse. Provided, however, this Section shall not be deemed to confer on any spouse of a Grantee a right to reside on the Property without that Grantee's permission.

SECTION NINE

USE OF LIFE ESTATE PROPERTY

Grantee shall use the Property solely as a principal residence for herself and for her spouse. Up to one caregiver may reside with Grantee in the dwelling house.

SECTION TEN

ALTERATIONS

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

shall promptly pay for the costs of all such work and shall ensure that the Property is not made subject to any liens or encumbrances related to such work.

Grantors may make improvements or additions to the dwelling house on the Property provided they (1) consult first with Grantee about the designs and purposes of the additions, and (2) do not materially adversely affect Grantee's enjoyment of the Life Estate. Grantors shall be responsible for payment of all expenses related to such improvements or additions.

SECTION TWELVE

DEATH; LIFE ESTATE TERMINATION

On the death of the Grantee all rights of Grantee under this Agreement shall terminate and the Life Estate shall be deemed to have ended. Voluntary relinquishment by Grantee or any other substantial breach of Grantee's obligations in this Agreement shall also terminate the Life Estate. "Voluntary Relinquishment" shall be deemed to have occurred if either (1) Grantee voluntarily, not due to circumstances beyond her control, fails to occupy the Property as her residence for a period of more than one (1) year, or (2) Grantee fails to pay or perform any Grantee obligations contained in this Agreement after having received written notice of a breach or default and failing to perform, correct or cure the breach or default. Upon the termination of the Life Estate because of the death of Grantee as provided in this Agreement, any spouse of such Grantee still living on the Property shall have ninety (90) days to vacate the Property.

SECTION THIRTEEN

ENCUMBRANCES

Grantee shall have no authority to and shall not encumber the Property.

SECTION FOURTEEN

QUIET POSSESSION

Grantee shall have quiet possession of the Property, subject, however, in all respects, to Grantee's obligations provided in this Agreement.

SECTION FIFTEEN

BINDING EFFECT

This Agreement shall inure to and in all respects be binding on the successors and assigns of Grantors.

SECTION SIXTEEN

NOTICES

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 herein below by certified mail, return receipt requested.

Grantors' Address: P.O. Box 322, Husum, WA 98623

Grantee's Address: P. O. Box 243, North Bonneville, WA 98639

SECTION SEVENTEEN

PETS AND LIVESTOCK

Grantee shall be permitted to have on the Property a domestic pet or pets but may not have any livestock or farm animals without Grantors' permission.

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

SECTION EIGHTEEN

GENERAL MATTERS

A. GOVERNING LAW. This Agreement shall be construed under the laws of the State of Washington. Jurisdiction and venue of any dispute between Grantors and Grantee shall be in the Superior Court of the State of Washington for Skamania County.

B. ENTIRE AGREEMENT. This Life Estate Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Life Estate Agreement shall be binding upon Grantors or Grantee Tenant unless reduced to writing and signed by each of them.

AGREED TO the date and year set forth in the initial paragraph.

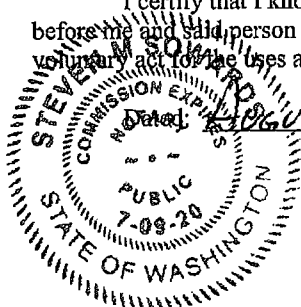
Robert H. O'Dell
Robert O'Dell, Grantor

Dorothy O'Dell
Dorothy O'Dell, Grantee

Gloria Otto
Gloria Otto, Grantor

STATE OF WASHINGTON)
CLARK) ss
COUNTY OF KILLICK)

I certify that I know or have satisfactory evidence that ROBERT O'DELL 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.


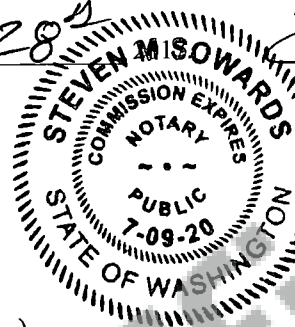


Notary Public
Date: AUGUST 28th, 2017.

Steven Sowards
Printed Name: STEVEN SOWARDS
Notary Public in and for the State of Washington,
residing at White Salmon, Clark County
My commission expires: 7/9/20

STATE OF WA)
) ss
 COUNTY OF Clark)

I certify that I know or have satisfactory evidence that GLORIA OTTO 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: August 28th 
 Printed Name: Steven Misowards
 Notary Public in and for the State of WA,
 residing at Clark County,
 My commission expires: 7/9/20



STATE OF _____)
) ss
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that DOROTHY O'DELL 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: _____, 2017. _____
 Printed Name: _____
 Notary Public in and for the State of _____,
 residing at _____
 My commission expires: _____

STATE OF WA)
) ss
 COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that GLORIA OTTO 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: AUGUST 28th 

 Printed Name: STEVEN SOWARDS
 Notary Public in and for the State of WA
 residing at Clark County
 My commission expires: 7/9/20

STATE OF WASHINGTON)
) ss
 COUNTY OF Klickitat)

I certify that I know or have satisfactory evidence that DOROTHY O'DELL 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.

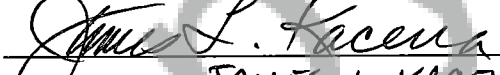
Dated: August 30, 2017. 
 Printed Name: JAMES L. KACENA
 Notary Public in and for the State of WASHINGTON
 residing at White Salmon
 My commission expires: 1/28/2020

EXHIBIT A

Lot 7, Windsong Estates #2, according to the plat thereof, recorded in BOOK "B" OF PLATS, PAGE 105, RECORDS OF SKAMANIA COUNTY, WASHINGTON

SUBJECT TO:

COVENANTS, CONDITIONS, AND RESTRICTIONS imposed by instrument recorded under Recording No Book 201, page 824.

Easement, including the terms and provisions thereof, in favor of Northwestern Electric Company, recorded October 15, 1912 in Book "O", page 105, Skamania County Deed Records.

Easement for Road and Utilities, including the terms and provisions thereof, recorded July 10, 1992 in Book 129, page 688, Skamania County Deed Records.

Agreement to install and maintain a screen across the outlet of Green Leaf Slough granted to the Department of Game of the State of Washington by an undated agreement acknowledged on May 11, 1948, and on May 28, 1948, and recorded April 10, 1956, at page 349 of Book 41 of Deeds, records of Skamania County, Washington.

Easement for access to properties described in Statutory Warrant Deed to H. Robert Cole, recorded August 18, 1969, on page 110 of Book 61, Skamania County Deed Records and Real Estate Contract with Robert W. Olwine, et ux, recorded July 16, 1970, on page 349 of Book 41 of Deeds, records of Skamania County, Washington.

COVENANTS, CONDITIONS, AND RESTRICTIONS imposed by instrument recorded under Recording No Book 61, page 883.

COVENANTS, CONDITIONS and RESTRICTIONS as shown on the face of Short Plat Recorded in Book T, page 107

EASEMENT, and the terms and conditions thereof,
For Gravel Road.
Affecting Said premises.
Disclosed by Recorded Plat of said addition

EASEMENT, and the terms and conditions thereof,
For Utilities.
Affecting Said premises.
Disclosed by Recorded Plat of said addition

EASEMENT, and the terms and conditions thereof,
For Road and utility easement.
Affecting Said premises.
Disclosed by: Instrument recorded under Recording No. Book 129, page 688

COVENANTS, CONDITIONS, AND RESTRICTIONS imposed by instrument recorded under Recording No Book 150, page 750, Auditor's File No. 122646.

COVENANTS, CONDITIONS AND RESTRICTIONS as shown on the face of the plat

Skamania County Assessor
Date 10-9-17 Parcel# 2-7-20-4-2-407