

WHEN RECORDED RETURN TO:
James L. Kacena, PLLC
P.O. Box 2024
White Salmon, WA 98672

DOCUMENT TITLE(S)	SKAMANIA COUNTY REAL ESTATE EXCISE TAX N/A NOV 27 2017
Life Estate Agreement	
REFERENCE NUMBER(S) of Documents assigned or released:	Refer to Excise #32932 PAID dtd 11-27-17 <i>Christy Lane Deputy</i> SKAMANIA COUNTY TREASURER
<input type="checkbox"/> Additional numbers on page ____ of document.	
GRANTOR(S):	
Daniel Scott Allen and Jolene Elizabeth Tolbert	
<input type="checkbox"/> Additional names on page ____ of document.	
GRANTEE(S):	
Jerry Scott Allen and Jayne Audrey Allen	
<input type="checkbox"/> Additional names on page ____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):	
Ptn: Sec. 15, T3N, R10E, W.M.	
<input checked="" type="checkbox"/> Complete legal on page 8 of document.	
TAX PARCEL NUMBER(S):	
03101500120400 <i>zm 11/27/17</i>	
<input type="checkbox"/> 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 30th day of October, 2017, between Daniel Scott Allen and Jolene Elizabeth Tolbert, Tenants in Common, (Daniel Scott Allen and Jolene Elizabeth Tolbert are collectively referred to herein as "Grantors"), and Jerry Scott Allen and Jayne Audrey Allen ("Grantees").

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

SECTION ONE

GRANT OF LIFE ESTATE

For and in consideration of the concurrent conveyance from Grantees to Grantors by Washington Quitclaim Deed of all real property interests or claimed interests of Grantees Daniel Scott Allen and Jolene Elizabeth Tolbert in that certain property known as 362 Orchard Lane, Underwood, Washington, and legally described in Exhibit A, attached hereto and incorporated herein ("the Property"), Grantors hereby grant to Grantees a life estate in the Property for the period of their natural lives, or the natural life of the survivor of them, for the right to occupy, rent free from the date of this Agreement, the Property. Grantees are 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 real property taxes, levies, and assessments against the Property shall be paid by Grantees during the duration of the Grantees' Life Estate.

SECTION THREE

MAINTENANCE AND REPAIRS

Grantees, at their own expense, will make all ordinary and normal repairs to the Property in order to maintain the Property in its current condition.

SECTION FOUR

INSURANCE

Grantees shall keep the Property insured against fire and other risks covered by a homeowner's property insurance policy in an amount at least equal to the replacement value of the improvements on the Property.

SECTION FIVE

FIRE OR CASUALTY

Grantees will make, at Grantees' expense but only to the extent of available insurance proceeds plus the applicable policy deductible, all repairs to the improvements now erected on the Property that are 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 Grantees' life estate.

SECTION SIX

LANDSCAPING

Grantees 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 Grantees shall be the responsibility of Grantees. In the event Grantees should become disabled during this Life Estate, Grantors shall 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 Grantees.

SECTION EIGHT

ASSIGNMENT/SUBLETTING OF LIFE ESTATE PROPERTY

Grantees shall not assign any of their 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, Grantees may not grant permission to any person to reside on the Property for any period of time, either in the dwelling house or elsewhere. Grantees may have guests and overnight visitors on the Property from time to time.

SECTION NINE

USE OF LIFE ESTATE PROPERTY

Grantees shall use the Property solely as a principal residence for themselves. Up to one caregiver may reside with Grantees in the dwelling house.

SECTION TEN

ALTERATIONS

Grantees 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 Grantees make any approved changes, alterations, deletions or additions to the existing improvements on the Property, Grantees 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 consult with Grantees about the designs and purposes of the additions. Grantors shall be responsible for payment of all expenses related to any such improvements or additions.

SECTION TWELVE

DEATH; LIFE ESTATE TERMINATION

On the deaths of both Grantees all rights of Grantees under this Agreement shall terminate and the Life Estate shall be deemed to have ended. Voluntary relinquishment by Grantees or any substantial breach of Grantees' obligations in this Agreement shall also terminate the Life Estate. "Voluntary Relinquishment" shall be deemed to have occurred if either (1) Grantees voluntarily, not due to circumstances beyond their control, fail to occupy the Property as their residence for a period of more than one (1) year, or (2) Grantees fail 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.

SECTION THIRTEEN ENCUMBRANCES

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

SECTION FOURTEEN

QUIET POSSESSION

Grantees shall have quiet possession of the Property, subject, however, in all respects, to Grantees' 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' Addresses: 622 Orchard Lane, Underwood, WA 98651

or

41 Melody Lane, Underwood, WA 98651

Grantees' Address: 362 Orchard Lane, Underwood, WA 98651

SECTION SEVENTEEN

PETS AND LIVESTOCK

Grantees 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 White Salmon, 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 Grantees
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 Grantees unless reduced to writing and signed
by each of them.

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

Daniel Scott Allen, Grantor

Jerry Scott Allen, Grantee

Jolene Elizabeth Tolbert, Grantor

Jayne Audrey Allen, Grantee

STATE OF _____)
) ss
COUNTY OF _____)

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 she signed this instrument and acknowledged it to be her free and
voluntary act for the uses and purposes mentioned in the instrument.

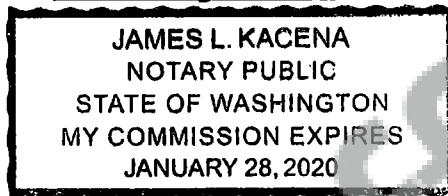
Dated: _____, 2017.

Printed Name: _____
 Notary Public in and for the State of Washington,
 residing at White Salmon.
 My commission expires: _____

STATE OF WASHINGTON)
) ss
 COUNTY OF Klickitat)

I certify that I know or have satisfactory evidence that Jolene Elizabeth Tolbert 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: Oct. 30, 2017.

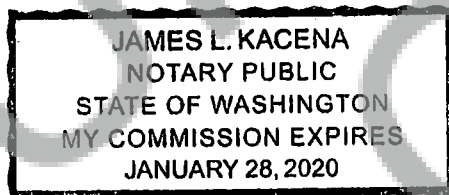


James L. Kacena
 Printed Name: JAMES L. KACENA
 Notary Public in and for the State of WASHINGTON
 residing at White Salmon
 My commission expires: 1/28/2020

STATE OF WASHINGTON)
) ss
 COUNTY OF Klickitat)

I certify that I know or have satisfactory evidence that JERRY SCOTT ALLEN AND JAYNE AUDREY ALLEN are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Oct. 30, 2017.



James L. Kacena
 Printed Name: JAMES L. KACENA
 Notary Public in and for the State of WASHINGTON
 residing at White Salmon
 My commission expires: 1/28/2020

In witness, the parties have executed this agreement at White Salmon, 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 Grantees 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 Grantees unless reduced to writing and signed by each of them.

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


Daniel Scott Allen, Grantor

Jerry Scott Allen, Grantee

Jolene Elizabeth Tolbert, Grantor

Jayne Audrey Allen, Grantee

STATE OF _____)

) SS

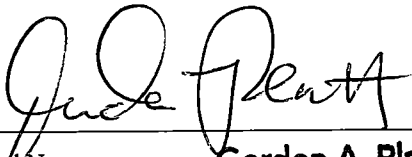
COUNTY OF _____)

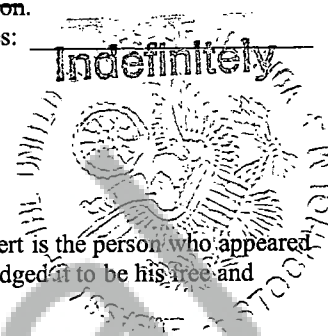
KINGDOM OF SWEDEN
CITY OF STOCKHOLM
EMBASSY OF THE
UNITED STATES OF AMERICA

SS:

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 she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: NOVEMBER 8, 2017.


Printed Name: Gordon A. Platt
Notary Public in and for the State of Washington,
residing at White Salmon.
My commission expires: Indefinitely

STATE OF _____)
COUNTY OF _____) ss  KINGDOM OF SWEDEN
CITY OF STOCKHOLM
EMBASSY OF THE
UNITED STATES OF AMERICA } ss:

I certify that I know or have satisfactory evidence that Jolene Elizabeth Tolbert 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: _____, 2017.

Printed Name: _____
Notary Public in and for the State of _____,
residing at _____
My commission expires: _____

STATE OF _____)
COUNTY OF _____) ss

I certify that I know or have satisfactory evidence that JERRY SCOTT ALLEN AND JAYNE AUDREY ALLEN are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their 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: _____

Exhibit A

PARCEL 1:

The south 644 feet of the west 416 feet of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 15, Township 3 North, Range 10 E. W. M.; EXCEPT the south 436 feet thereof;

SUBJECT TO easements and rights of way for County Road No. 33720 designated as the Orchard Lane Road.

PARCEL 2:

A tract of land in the NW1/4 of the SE1/4 of Section 15, T3N, Range 10 EWM, described as follows:

Beginning at the SW corner of the NW1/4 of the SE1/4 of said Section 15; thence North along the West line 644 ft.; thence East 416 ft. to the NE corner of a tract of land conveyed to Jerry Scott Allen, et ux, by instrument recorded February 24, 1976, in Book 70, Page 536, Skamania County Deed Records, which is also the true point of beginning; thence South along said East line 208 ft.; thence East in a straight line 373 ft., more or less, to the NE corner of a tract of land conveyed to Paul M. Newell, et ux, by instrument recorded March 22, 1989, in Book 113, Page 336, Skamania County Deed Records, which is also the West line of Lot 2 of Short Plat 3/144; thence North along the West line of said Lot 2, a distance of 208 ft.; thence West in a straight line 373 ft., more or less, to the true point of beginning.

SUBJECT TO easements and restrictions of record, if any.

Skamania County Assessor's Tax Parcel ID#: 03101500120400

Skamania County Assessor
Date 11/27/12 Parcel# 03-10-15-0-0-1204-00
Ym