

WHEN RECORDED RETURN TO:

Michael Savage
Savage Grace Wines, LLC
8533 Latona Ave NE
Seattle, WA 98115

DOCUMENT TITLE(S)

LIFE ESTATE TERMINATION AGREEMENT

REFERENCE NUMBER(S) of Documents assigned or released:

NSA-18-18

☐ Additional numbers on page ____ of document.

GRANTOR(S):

Skamania County, Washington

☐ Additional names on page ____ of document.

GRANTEE(S):

**Michael Savage, Savage Grace Wines, LLC
8533 Latona Ave NE
Seattle, WA 98115**

☐ Additional names on page ____ of document.

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

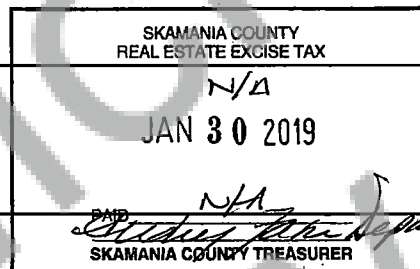
See attached page 3.

TAX PARCEL NUMBER(S):

**111 Little Buck Creek Road, Underwood, and identified as
Skamania County Parcel No. 03-10-16-0-0-1300-00; and**

**442 Kramer Road, Underood, and identified as
Skamania County Parcel No. 03-10-21-1-0-0500-00**

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.



Return Address: Michael Savage
Savage Grace Wines, LLC
8533 Latona Ave NE
Seattle, WA 98115

LIFE ESTATE TERMINATION AGREEMENT

The undersigned, on behalf of his/herself, his/her heirs, successors and assigns, agrees to the following:

Michael Savage and Savage Grace Wines, LLC shall remove one single-family dwelling from either: 111 Little Buck Creek Road, Underwood Washington 98651 and identified as Skamania County parcel # 03-10-16-0-0-1300-00; or 442 Kramer Road, Underwood, Washington 98651 and identified as Skamania County parcel #03-10-21-1-0-0500-00, under the terms and conditions set forth below.

WHEREAS, the undersigned have granted a lifetime lease agreement to John J. Brady and Sarah S. Brady, tenants of 442 Kramer Road, to provide the tenants with a leasehold interest for the remainder of their natural lives, or for as long as they wish to continue living in their home;

WHEREAS, approval to permit construction of the single-family dwelling at 111 Little Buck Creek Road is dependent on the removal of one of the dwellings on the subject parcels upon the extinguishment of the life estate pursuant to SCC 22.14.010(C)(1)(m)(2);

WHEREAS, the requirement to remove one of the dwellings upon termination of the life estate has been recorded as a condition of approval for Skamania County National Scenic Area Land Use Application NSA-18-18;
NOW THEREFORE:

1. The removal of one of the dwellings shall be required upon termination of the life estate.
2. A National Scenic Area land use application to remove one of the dwellings shall be submitted to Skamania County within 60 days of the termination of the life estate.

This Declaration constitutes a negative covenant running with the following described property:
See attached page 3.

Print name: Michael Savage Signed: Michael Savage

Print name: _____ Signed: _____

STATE OF Oregon)
) ss.

Skamania County Community Development Department
NSA-18-18 (SAVAGE) Life Estate Termination Agreement
Page 3

County of Multnomah

I certify that I know, or have satisfactory evidence that Michael Savage
is/are the person(s) who appeared before me, and said person(s) acknowledged that he
signed this instrument and acknowledged it to be X free and voluntary act for the uses
and purposes mentioned in the instrument.

Dated this 29th day of January, 2019.

Notary Public in and for the State of

Oregon

My Commission expires: Nov 5th 2021



LEGAL:

Parcel I

All that portion of the south Half of the Southwest Quarter of the Southeast Quarter of Section 16, Township 3 North, Range 10 East of the Willamette Meridian, which lies westerly of the West right of way line of the road formerly known as Hood Road, as said right of way was located October 20, 1947; Excepting therefrom, that portion conveyed to Skamania County, by Deed recorded April 30, 1968 in Book 59, Page 46, Auditors File No. 69885, Skamania County deed Records.

Parcel II

The North Half of the Northwest Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian.

Parcel III

A tract of land located in the East Half of the Northeast Quarter of the Northwest Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, described as follows:
Beginning at a point on the West right-of-way line of the county road known and designated as Kramer Road, said point being North 44° 40' East a distance of 936.1 feet from a railroad iron marking the Southwest corner of the East Half of the Northeast Quarter of the Northwest Quarter of the said Section 21; thence South 89° 38' West 300 feet; thence North 340 feet; thence North 89° 38' East 300 feet to the West right-of-way line of said Kramer Road; thence South along said West line 340 feet to the point of beginning.

Lifetime Lease Agreement

Savage Grace Wines LLC (Owner) does hereby lease to John J. Brady or Sarah S. Brady (Tenants) the residential property located at 442 Kramer Rd, Underwood, WA 98651, on parcel 03102110050000 and 03102110050003, under the terms and conditions set forth below.

Recitals:

WHEREAS, the parties have entered into an agreement for the Tenants to convey and sell their agricultural estate and homestead to the Owner, as reflected in a Purchase and Sale Agreement;

WHEREAS, in selling their estate, the Tenants wish to continue to occupy their family home located on the estate, and the Owners agree to allow the Tenants to reside there;

WHEREAS, this Agreement is intended to provide the Tenants with a leasehold interest for the remainder of their natural lives, or for as long as they wish to continue living in the home;

NOW THEREFORE, the parties agree as follows:

1. **Lease Term:** The Lease shall begin on March 22, 2018 and shall continue for the natural lives of the Tenants, unless terminated earlier as set forth in this Agreement.
2. **Consideration:** The parties have entered into a Promissory Note dated March 22, 2018, under which Owners are obligated to repay debt to Underwood Mountain LLC at a 3% rate of interest. The Promissory Note further provides that during such time as the Tenants occupy the dwelling on the property in accordance with this Agreement, the interest rate applied shall be 0.84411%, which is a blended rate calculated from zero percent (0%) on five hundred thousand dollars (\$500,000) of the loan. Tenants shall owe no other rent apart from such forgiveness of monthly interest rate payments under the Promissory Note by Underwood Mountain LLC.
3. **Utilities:** Tenants shall be responsible for paying all utilities.
4. **Deposits:** There is no security deposit required. However, the parties agree that upon termination of this Agreement, any damage to the property beyond normal wear and tear may be deducted from amounts owed by Owner to Tenants under the Promissory Note executed on February 20, 2018. Any deductions will be itemized and provided to Tenants in writing.
5. **Use of Premises:**
 - A. The Tenants shall have exclusive use of the house for residential purposes. Tenants shall have shared use of the remainder of the property, including the driveway and open areas, which will be used by the Owner for agricultural and other purposes.
 - B. The Tenants agree to use the dwelling solely as a residential dwelling for themselves.
 - C. The Tenants agree that no pets will be kept by Tenants except by written permission of the Owner.
6. **Tenant Responsibilities:** The Tenants agree to:
 - A. Accept the premises in its present condition; keep the dwelling and equipment in clean and sanitary condition; and, coordinate with the Owners in maintaining common areas;
 - B. Not perform any alterations without permission of the Owner;

- C. Not store derelict vehicles, boats or trailers on the property;
- D. Keep premises contiguous to the dwelling in a neat, sanitary and well appearing manner;
- E. Dispose of garbage, refuse and all waste material on a continuing basis;
- F. Not to engage in unlawful or disorderly conduct, commit a nuisance, engage in conduct that is a hazard to health or safety, or disturb other residents of the neighborhood;
- G. Comply with any and all applicable Federal, State and local laws, rules, regulations and orders;
- H. Not bring, allow or store hazardous substances on the property.

7. Inspections, right of entry and repairs: The Owner shall have the right to inspect the dwelling unit and shall give the Tenants a written statement of the condition of the dwelling unit and the equipment in it. The Tenants should join in such inspection.

- A. The Tenants agree to permit the Owner to enter the dwelling during reasonable hours for the purpose of inspection or repair.
- B. The Tenants agree to notify the Owner promptly when any repairs to dwelling or equipment are necessary.
- C. The Tenants will be billed for those costs of such repairs that are the result of abuse or negligence by Tenants, family members or invited guests.
- D. The Tenants agree not to make any additions or alterations to the dwelling or surrounding grounds or make repairs or changes of any major nature without the written consent of the Owner.

8. Sub-Leasing: The Tenants shall not transfer, assign, sublet, or mortgage this Lease, or Tenants' interest in and to the premises, nor enter into any license or concession agreements with respect to the premises, without first procuring the written consent of the Owner. Any such attempted or purported transfer, assignment, sub-letting, mortgage, license or concession agreement without the Owner's prior written consent shall be void and of no force and effect, and shall not confer any interest or estate in the purported transferee and shall, at the Owner's option, constitute an incurable default under this Lease.

9. Liability: Tenants accept the premises in its present condition, and all personal property on the premises shall be at the risk of the Tenants. Tenants agree that Owner shall not be liable for loss by Tenants or for any damages to person or property sustained by Tenants or their invitees. It is highly recommended that Tenants secure a renter's insurance policy.

10. Indemnity: To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Owner from and against any and all losses, claims, liabilities and expenses Owner may suffer in connection with Tenant's possession, use or misuse of the property, with the exception of losses caused by the Owner.

11. Abandonment: If the Tenants abandon the premises, the Owner may immediately re-enter and take possession and re-rent the premises.

12. Termination: The Tenants may terminate this lease at any time by giving the Owner 30 days written notice. The Owner may terminate this lease for violations of its terms, or good cause, by giving the Tenants 30 days notice in writing.

13. Liens and Personal Property:

- A. Tenants shall keep the Premises and all improvements on the Premises clear from all liens, claims and demands resulting from work performed on the Premises, material furnished to the Premises, or operations conducted thereon at the request of Tenants. Should any such lien, claim, or demand be contested by Tenants, Tenants shall bear the burden of defending against such lien, claim, or demand. The existence of litigation regarding any such lien, claim, or demand will not be considered to be a violation of this subsection as long as Tenants actively contest the lien, claim, or demand.

- B. Upon termination of this Lease, Tenants shall remove all personal property not owned by the Owner which may have been placed upon the premises by Tenants during the term of this Lease, so long as such removal is done in a non-damaging manner and to restore the property to its pre-leased condition.

14. Mold: Mold may be present in the leased structures. Tenants shall take all appropriate precautions in order to prevent exposure to molds.

15. Governing Law. The interpretation and enforcement of this Lease Agreement and any disputes about this Lease Agreement shall be governed by the laws of the State of Washington.

16. Miscellaneous.

- A. The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- B. If any provision of this Agreement or the application thereof is invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to the other persons, entities or circumstances will be affected thereby.
- C. Time is of the essence in this agreement.
- D. This document constitutes the entire Agreement between the Tenant and Owner. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Owner nor Tenant have made any promises or representations other than those set forth in this Agreement and those implied by law. The failure of the Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

17. NOTICES

All notices or demands required under this Lease shall be made in writing and sent to the Owner and Tenants, respectively, at the following addresses:

Owner

Savage Grace Wines, LLC
8533 Latona Ave NE, Seattle, 98115

Tenants

John J. Brady and Sarah S. Brady
PO Box 160 Underwood, WA 98651

or such other addresses as the parties shall specify in writing.

In witness whereof, the parties have executed this Lease Agreement this 28 day of March, 2018.

111

John D. Brady
Sarah S. Brady

Tenant

Michael Long

Owner

Unofficial
Copy