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Skagit County Auditor

When Recorded-Return To:

**Skagit Law Group, PLLC
P. O. Box 336
Mount Vernon, WA 98273**

DOCUMENT TITLE(s): *(or transactions contained therein)*

LIFE ESTATE AGREEMENT

GRANTOR(s): *(last name, first name and initials)*

JESSE MOLNICK and HEIDI MOLNICK, husband and wife

☐ *Additional names on page ____ of document*

GRANTEE(s): *(Last name, first name and initials)*

MARILYN BROWN, a single woman

☐ *Additional names on page ____ of document*

ABBREVIATED LEGAL DESCRIPTION: (i.e., lot, block, plat or quarter, quarter, section, township and range):

PTN Gov. Lot 2, 35-34-2 E W.M. (Aka Lot 4, J.T. Squires North Samish Beach Tracts (Unrecorded)).

☐ *Additional legal on page ____ of document*

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 360225-0-029-0012 / P46988

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ *Additional reference numbers on page ____ of document*

LIFE ESTATE AGREEMENT
(Personal Residence)

THIS AGREEMENT is made and entered into this ___ day of October, 2020, by and between JESSE MOLNICK and HEIDI MOLNICK, husband and wife ("MOLNICK"), residing in Snohomish County, Washington, and MARILYN BROWN, a single woman ("BROWN"), residing in Skagit County, Washington, collectively herein the "parties."

R E C I T A L S

This agreement is made with reference to the following facts:

A. **MOLNICK** has conveyed to **BROWN** a life tenancy in a residence having a street address of 11253 Blue Heron Road, situate in Bow, WA 98273, comprised of a 2009 Simplicity Modular Home, Serial Number 75 4G H tax parcel number P46988 and legally described as set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), under that certain Quitclaim Deed dated October 7, 2020 recorded in the real property records of Skagit County, Washington under recording number 202010120156 (the "Deed").

B. **MOLNICK** holds the remainder interest in the property.

C. **BROWN** intends to occupy the Property as Life Tenant.

D. This agreement is entered into by the parties because they desire to define their financial rights and responsibilities with respect to the Property and their respective rights and liabilities should they desire to terminate the agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the mutual covenants, terms, and conditions contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Duration:** This agreement is effective immediately and shall remain in full force and effect until such time as it is terminated by (i) mutual consent of the parties, (ii) operation of law, or (iii) the provisions of this agreement.

2. **Purpose:** The purposes for which BROWN holds a life tenancy in the Property is for her personal use and enjoyment as her primary residence. The purpose for which MOLNICK holds the Property is for investment. BROWN shall have exclusive possession of the Property during her lifetime.

3. **Decisions:** All decisions relating to any change in use or sale of the Property shall

LIFE ESTATE AGREEMENT

require the agreement of the parties. The terms "major repair(s)" or "major improvement(s)" as used herein shall mean repairs or improvements costing more than \$1,000.

4. **Improvements:** Any major repairs or improvements to the Property shall require prior unanimous agreement as to specifications and financing and the cost of such major repairs shall be divided equally between MOLNICK and BROWN. BROWN shall have the unilateral right to conduct any major repairs and/or alterations as long as such major repairs and/or alterations are paid for by BROWN.

5. **Transferability:** Except as expressly provided herein, no party shall, except in strict accordance with this agreement, assign, mortgage, encumber, or sell any rights or interests he or she may have in the real and/or personal property.

6. **Payment of Debts and Expenses.** BROWN shall pay all charges incident to occupying and maintaining the Property including, without limitation, all assessments, insurance premiums for liability and casualty loss coverage sufficient to replace all improvements on the Property, taxes, and ordinary repairs. If BROWN fails to pay any of the charges for which she is responsible, then MOLNICK shall have the right, but not the obligation, to pay such charges and MOLNICK shall have a claim against BROWN and BROWN's estate for such charges and shall have a lien against the interest in the Property of BROWN in the amount of such charges with interest at the interest rate in effect on any outstanding mortgage with a bank or savings and loan against the Property or, if there is no mortgage loan then in effect, then at the rate of six percent (6%) per annum until paid.

7. **Maintenance by Life Tenant.** BROWN shall have the obligation to maintain Property in as good a condition as when received by her; provided, however, that BROWN shall not be required to account for any waste or depreciation of the residence property, repair any injury or damage to the Property, or replace any part of the Property which may be consumed, used up or destroyed, unless attributable to her negligence.

8. **Termination of Life Estate.** Said life estate shall terminate upon the earlier of: (i) BROWN's written agreement to terminate the life estate; (ii) BROWN's death; (iii) at such time as BROWN fails to meet any obligation above set forth for a period of six (6) months after such obligation becomes due and MOLNICK has provided written notice to BROWN of her failure to meet such obligation; or (iv) at such time as BROWN no longer occupies the Property as her principal place of residence. On the termination of the life estate, all interests in the Property shall pass to MOLNICK.

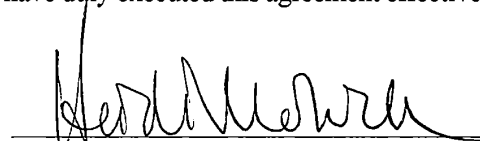
9. **Resolution of Disputes:** Any disputes among the parties regarding the use, management, ownership and interpretation of this agreement, upon written request of any party, shall be subject to mediation. Upon request for mediation, a mediator shall be chosen by agreement of the majority of the ownership interests in the Property. The chosen mediator shall conduct at least one

(1) mediation session for three (3) weeks with all parties present or represented by an agent holding a power of attorney. If no agreement is reached after three (3) mediation sessions, then the parties shall submit the dispute to arbitration before a single arbitrator selected by all parties, or if they cannot so agree, then the arbitrator shall be selected by the presiding judge of the Superior Court of the State of Washington for Skagit County. The arbitrator shall be an attorney with a minimum of five (5) years experience in the practice of law, with a practice emphasis in the area of real estate law (the parties may by unanimous agreement waive or change the minimum qualifications and requirements for the arbitrator). Except as expressly modified by this agreement, the arbitration proceedings shall comply with the provisions of RCW 7.04A and any successor statutes.

10. **Independent Legal Counsel.** Each party to this Agreement has had the opportunity to consult with independent legal counsel of his or her choice, and the parties hereby acknowledge that they are aware of the contents of this Agreement and its legal effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the day and year first above written.


JESSE MOLNICK


HEIDI MOLNICK

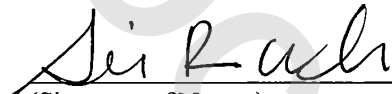

MARILYN BROWN

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **JESSE MOLNICK** 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.

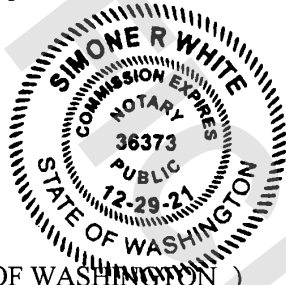
DATED: October 7, 2020.




(Signature of Notary)
Simone R. White
(Legibly Print or Type Name of Notary)
My appointment expires: 12/29/2021

LIFE ESTATE AGREEMENT

DATED: October 7, 2020.



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(Legibly Print or Type Name of Notary)
My appointment expires: 12/29/2021

Exhibit "A"
Legal Description

Lot 4 of 'J.T. Squires Unrecorded Subdivision of No. Samish Beach Tracts', more fully described as follows:

That portion of Government Lot 2, Section 25, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the meander corner between Sections 25 and 26, Township 36 North, Range 2 East, W.M.;

thence South 87°33' East 351.2 feet;

thence North 85°59' East 153.03 feet to the true point of beginning;

thence North 85°59' East 59.27 feet;

thence South 1°30' West 245.88 feet;

thence South 84°16' West 59.48 feet;

thence North 1°30' East 247.65 feet to the true point of beginning.

TOGETHER WITH all land lying North of the above described tract, between the North line thereof and the meander line, lying between the East and West lines of said tract produced Northerly to said meander line.

ALSO TOGETHER WITH all tidelands of the second class located in front of, adjacent to or abutting upon said tract.

EXCEPT therefrom a strip of land 30 feet wide across the Southerly portion of said tract for road purposes.

SUBJECT TO: Easements, restrictions, covenants, and conditions of record.

Situate in the County of Skagit, State of Washington.