When recorded return to:
[REDACTED]
[REDACTED]

LIFE ESTATE AGREEMENT

for the [REDACTED] Property
[REDACTED]

RECITALS

A. The [REDACTED] Tribe, a federally recognized Tribe, is the owner of certain real property located at [REDACTED], and consisting of approximately 17 acres in three parcels, [REDACTED], [REDACTED], and [REDACTED] on file and of record in the Office of the [REDACTED] County Clerk of [REDACTED], and legally described in Exhibit A and shown on the map attached as Exhibit B ("the Property").

B. The Property is subject to a Life Estate in favor of [REDACTED] and [REDACTED]("Life Tenants") which was reserved in the Bargain and Sale Deed when the Property was conveyed to the [REDACTED] Tribe.

C. The parties wish to come to agreement regarding the terms and conditions governing the Life Estate and the [REDACTED] Tribe's use of the Property during the Life Estate.

AGREEMENT

A. **Duration of Life Estate**. As provided in the Bargain and Sale Deed, the measuring lives for the Life Estate shall be that of the lives of the Life Tenants. In plain terms, when one of the Life Tenants dies, the second Life Tenant will hold the Life Estate until his/her death. When the second Life Tenant passes away, the Life Estate will immediately terminate and the Nez Perce Tribe's ownership of the Property will be unencumbered except for the right granted in Part H of this agreement. Notwithstanding this term, the Life Tenants or their legal representatives reserve the right to terminate and release the Life Estate at any time prior to their deaths.

B. **Responsibility of Life Tenants.** During the term of the Life Estate, Life Tenants shall be responsible for payment of all utilities provided to the Property. In addition, Life Tenants shall pay all property taxes associated with the Property.

C. **Maintenance**. During the term of the Life Estate, Life Tenants shall be responsible for payment of all ordinary maintenance and repairs to the Property, including maintenance of the house, water system and septic system and drain field, and utilities servicing the house, and grading and plowing the existing access road, driveway, and parking area. Life Tenants will not have any other maintenance obligations during the term of this Agreement.

D. **Insurance.** During the term of the Life Estate, Life Tenant shall keep the improvements on the Property insured for their fair market value and shall pay all premiums on such insurance.

E. **Assignment, Encumbrance or Transfer.** This Life Estate cannot be transferred, rented, leased, sold, encumbered or assigned to any other person or entity without the express written approval of the Nez Perce Tribe. Notwithstanding this restriction, Life Tenants shall be permitted to allow use of the Property during their tenancy by family members, friends, guests, and invitees.

F. **Use of the Property During the Term of Life Estate.**

a. Tax Parcel [REDACTED] contains a residence with attached garage and parking area ("the Residential Area"), shown in Exhibit C. Life Tenants retain the right to exclusive use of the Residential Area during their lifetimes.
b. Tax Parcels [REDACTED] and [REDACTED] are undeveloped. Life Tenants retain the right to use Tax Parcels 701 and 702 for passive recreation, such as hiking, bird watching and similar recreational activities.
c. During the term of the Life Estate, the [REDACTED] Tribe shall have access to Tax Parcels 701, 702, and the portions of Tax Parcel [REDACTED] outside the Residential Area for cultural use, such as stewarding the land, harvesting First Foods, gatherings, and ceremonies. Within the Residential Area, parking for up to three Nez Perce vehicles will be available as indicated in Exhibit C. Access to the two garage doors must not be compromised. Out of respect for the Life Tenants and their neighbors, quiet during sleeping hours (9:00 PM to 7:00 AM) must be observed. Twenty-four hour advance notice of arrival of members of the [REDACTED] Tribe (by text message, email, or phone call) is required. The number of visitors may be limited by the capacity of the vehicles parked in the parking area. Tribal access shall be from the driveway leading to the house or through the walking trail off of Hays Lane on the northern boundary of Tax Lots 701 and 702, as shown in Exhibit C.
d. Life Tenants and the [REDACTED] Tribe agree that there shall be no additional construction on the Property, no removal of trees with the exception of hazard trees, and no use of herbicides or pesticides.
e. The wellhead on the Northwest corner of Tax Lot [REDACTED] is to be left intact for the [REDACTED] Tribe to dispose of or develop as they may determine upon termination of the Life Estate.

G. **Indemnification and Hold Harmless.** The [REDACTED] Tribe, as consideration for the use of the Property during the term of the Life Estate, agrees not to make a claim against or sue Life Tenants for injury, loss, or damage that occur on the Property, including for injury, loss or damage arising from the negligence of Life Tenants. In further consideration, the [REDACTED] Tribe agrees that it will indemnify and hold harmless Life Tenants from and against any and all losses, claims, suits or other legal liability and legal expenses imposed upon or brought against them by reason of any use of the property pursuant to this agreement by the [REDACTED] Tribe, Tribal members, and invitees of the Tribe.

H. **Obligations Upon Termination/Expiration of Life Estate.** Upon expiration or termination of the Life Estate, the Life Tenants or their heirs, successors and assigns shall, at Life Tenants sole expense, have one (1) year to remove all personal property and other belongings of the Life Tenants located within the Residential Area of the Property.

I. **Dispute Resolution.** In the event of a dispute between Life Tenants and the [REDACTED] Tribe that cannot be resolved through discussion, the parties agree to mediation with a mediator that both parties agree on, and to share the cost of the mediation. The parties further agree to good faith participation in mediation sessions sufficient to identify the disputed issues, develop options, consider alternatives, and endeavor to reach an agreement.

J. **Notice.**

a. To be effective, any notice hereunder shall be in writing, delivered in person or mailed, postage prepaid, to the appropriate Party at the addresses below:

If to [REDACTED] Tribe: [REDACTED]
[REDACTED]

If to Life Tenant: [REDACTED]
[REDACTED]

or to such other addresses as the Parties may hereinafter designate.

b. However, for the purpose of notifying the Life Tenants of a visit to the property by members of the [REDACTED] Tribe, twenty-four-hour advance notification may be by text message, phone call, or email to either of the following.

[REDACTED] [REDACTED]

{Signature pages to follow}

IN WITNESS WHEREOF, [REDACTED] and [REDACTED] as grantor, has executed this conveyance this _____day of _____, 2024.

LANDOWNER: [REDACTED] and [REDACTED], husband and wife

_____
[REDACTED]

_____
[REDACTED]

STATE OF OREGON COUNTY OF [REDACTED]	}	ss.

On this day personally appeared before me, [REDACTED] and [REDACTED], known to me to be the individual who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such individual for the uses and purposes therein mentioned, and on oath stated he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ___ day of _____, 2019.

_____
_
Printed Name:
_____
NOTARY PUBLIC in and for the State of Oregon, residing at _____.
My Commission Expires
_____

ACCEPTANCE

IN WITNESS WHEREOF, the [REDACTED] Tribe, as grantee, has hereby duly accepted the foregoing conveyance this _____day of _____, 2024 on behalf of itself and its successors and assigns.

GRANTEE: [REDACTED] TRIBE

Signed: _____

Name: [REDACTED]

Title: Chairman, [REDACTED] Tribal Executive Committee

STATE OF OREGON COUNTY OF [REDACTED]	}	ss.

On this day personally appeared before me, [REDACTED], known to me to be the Chairman of the [REDACTED] Tribal Executive Committee, the governing body of the [REDACTED] Tribe, a federally-recognized Indian Tribe, and acknowledged such instrument to be the free and voluntary act and deed of such entity for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument on behalf of such entity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this this ___ day of _____, 2019.

_____

Printed Name:

_____

NOTARY PUBLIC in and for the State of Oregon, residing at _____.

My Commission Expires

_____

EXHIBITS

Exhibit A Legal Description of the Property

Exhibit B Map of Survey

Exhibit C Map of Residential Area, Parking Area, and Related Access

Exhibit A
Legal Description of Property

TAX LOT [REDACTED], MAP 03S4506A
Situated in [REDACTED]

Parcel 1 of Partition Plat [REDACTED], as filed in the plat records of [REDACTED] County, Oregon.

TAX LOT [REDACTED], MAP 03S4505B
Situated in [REDACTED] County, Oregon.

Parcel 1 of Partition Plat [REDACTED], as filed in the plat records of [REDACTED] County, Oregon.

TAX LOT 702, MAP 03S4505B
Situated in [REDACTED] County, Oregon.

Parcel 1 of Partition Plat [REDACTED], as filed in the plat records of [REDACTED] County, Oregon.

Exhibit B
Survey Map

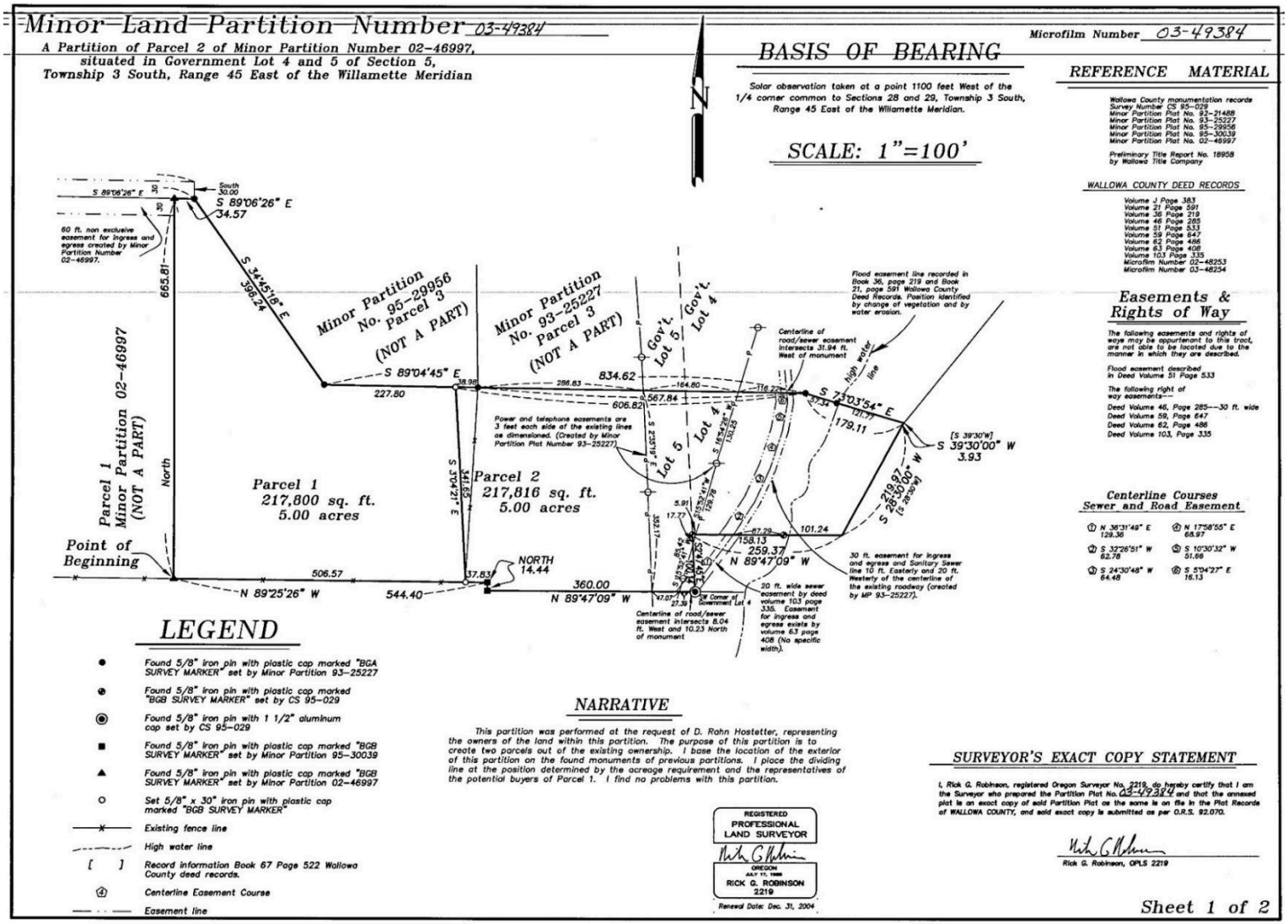

Exhibit C
Residential Area Map

