

MUTUAL GRANT OF LIFE ESTATE IN PROPERTY

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[OWNER 1]
[address]
(the "First Party")

OF THE FIRST PART

- and -

[OWNER 2]
[address]
(the "Second Party")

OF THE SECOND PART

WHEREAS:

- A. The parties hereto are the registered owners, as tenants in common of lands legally described as follows:
[legal description of land]
(hereinafter called the "Lands");
- B. The parties hereto are each desirous of granting to the other a life estate interest in the residence situate on the Lands (hereinafter called the "Residence"), subject to the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. The preambles herein contained shall form part of this Agreement.
2. Owner 1 hereby grants to Owner 2 a life estate in the Lands, provided that such life estate shall terminate forthwith upon the happening of the earliest to occur of the following events:
 - (a) upon the death of Owner 2;
 - (b) upon non-payment of the Maintenance Costs which continues for a period of in excess of Thirty (30) days;
 - (c) upon destruction of the Residence upon the Lands by fire or other cause to such an extent that the Residence is rendered uninhabitable and not capable of restoration or repair to make it habitable within Ninety (90) days of such damages.
3. Owner 2 hereby grants to Owner 1 a life estate in the Lands, provided that such life estate shall terminate forthwith upon the happening of the earliest to occur of the following events:
 - (a) upon the death of Owner 1;
 - (b) upon non-payment of the Maintenance Costs which continues for a period of in excess of Thirty (30) days;