



200912280047

Skagit County Auditor

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FILED FOR RECORD AT REQUEST OF  
AND RETURN ORIGINAL TO:

*Keith A. Bode*  
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ASSIGNED/RELEASED DOCUMENTS:

1. None

GRANTOR(S):

1. KENNETH W. MacKENZIE
2. ANNETTE T. SIMON-MacKENZIE

GRANTEE(S):

1. KENNETH W. MacKENZIE
2. ANNETTE T. SIMON-MacKENZIE

LEGAL DESCRIPTION: [None]

ASSESSOR'S PARCEL NUMBER(S): [None]

**Agreement**  
**Status of Property of**  
*Kenneth Wayne MacKenzie*  
and  
*Annette Tarine Simon-MacKenzie*

**This Agreement**, made and entered into October 25, 2002, by and between KENNETH W. MacKENZIE and ANNETTE T. SIMON-MacKENZIE, husband and wife, both now domiciled at 117 Alger Cain Lake Road, Sedro Woolley, Washington 98284. Pursuant to RCW 26.16.120 and in consideration of the mutual agreements set forth below, the parties agree as follows:

1. All property, except any powers of appointment, now owned or hereafter acquired by the parties, or either of them, after the date hereof, is declared, effective upon the death of either of them, to be the community property of the parties.

**Agreement re Status of Property, Cont'd.**  
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2. Notwithstanding the provisions of Paragraph 1, above, either spouse may, with respect to the effect of this agreement, disclaim in whole or in part any interest hereafter acquired which would be the separate property of the other spouse, by written disclaimer issued in accordance with the provisions found in Title II RCW.

3. If either party dies and the other survives the decedent by at least thirty (30) days, all of the community property of the parties shall vest in the survivor as of the moment of death.

4. The provisions of Paragraph 3, above, shall be automatically revoked upon any one of the following:

- A. If we live separate and apart within the meaning of RCW 26.16.140; the status of living separate and apart is conclusively, but not exclusively, established by either of us commencing a proceeding seeking dissolution of marriage, a decree of invalidity, a decree of legal separation, or a decree of separate maintenance, and also by our executing a separation contract as defined by RCW 26.09.070; or
- B. The establishment of a domicile outside the State of Washington by at least one of the parties; or
- C. The failure of either party to survive the other by at least thirty (30) days; or
- D. In the event and to the extent that the effect of this Agreement would, as of the date of death of either party, increase then net worth of the surviving spouse, including any life insurance proceeds received from any policies of insurance on the life of the deceased spouse, above that amount which would pass estate tax free by reason of the application of any unused unified credit then available to such surviving spouse.

The revocation of this Agreement under Paragraph 4(A) terminates the characterization of future assets as community property which would have been separate property except for this Agreement, however, such revocation shall not operate to recharacterize assets which were characterized by virtue of this Agreement or action of the parties prior to its revocation.

5. If either party becomes disabled, the other shall have the power to terminate this Agreement and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. The termination shall be exercised by delivery of written notice thereof to the disabled spouse and his or her legal guardian, if any. A spouse shall be deemed disabled upon execution by a duly licensed Washington physician of a statement declaring that the affected spouse is unable to manage his or her own affairs.

If a legal guardian is appointed over the property of one of us on account of incompetency, the legal guardian may join with the competent spouse in a petition to the Court having jurisdiction over the guardianship proceedings for permission to enter into a modification or revocation of this Agreement. The hearing on the petition shall be held after giving such notice to all interested parties as may be ordered by the Court.

*ASM*

*WAC*



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**Agreement re Status of Property, Cont'd.**  
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If, after the hearing, the Court deems the proposed modification or revocation to be fair and equitable and affords reasonable protection toward all parties concerned, it may authorize the guardian to execute such modification or revocation on behalf of the incompetent spouse.

6. This agreement revokes, to the extent inconsistent, any prior agreement or other contractual arrangement between the parties affecting their Community Property.

7. In the event that either or both of said parties execute wills, the survivor shall have the option of taking such community property pursuant to the terms of the will or pursuant to this Agreement, whichever in his or her sole discretion the survivor shall determine.

**In Witness Whereof**, the parties have hereunto set their hands and seals on the day and year first above written.

  
\_\_\_\_\_  
KENNETH W. MacKENZIE

  
\_\_\_\_\_  
ANNETTE T. SIMON-MacKENZIE

State of Washington)  
County of Whatcom ) ss.

On this day personally appeared before me KENNETH W. MacKENZIE and ANNETTE T. SIMON-MacKENZIE, to me known to be the individuals described in and who executed the within and foregoing instrument; and who acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal October 25, 2002.



  
\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at Lynden.







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