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Skagit County Auditor

Document Title:

COMMUNITY PROPERTY AGREEMENT

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. IAN MACKIE

2.

Grantee(s):

☐ additional grantee names on page ____.

1. EILEEN P. MACKIE

2.

Abbreviated legal description:

☐ full legal on page(s) ____.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

Community Property Agreement

THIS AGREEMENT is made May 19, 2018, at La Conner, Washington, between Ian Mackie ("Husband") and Eileen P. Mackie ("Wife"), husband and wife, both of whom are domiciled in the state of Washington, pursuant to Section 26.16.120 of the Revised Code of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. Status of Property. All property (including, but not limited to, property owned at the time of their marriage, property received up to the date of this Agreement by gift, bequest, legacy, devise or inheritance, or proceeds, income, rents, issues, profits, gains and appreciation from such property) of whatsoever nature and description, whether real or personal, wherever situated, now owned by Husband and Wife, or by either of them, or hereafter acquired during the existence of the marital community, is and shall be considered community property.

2. Disposition of Community Property at Death. If one spouse dies and the other spouse survives by ten (10) days, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die.

3. Exception to Agreement. Either spouse may, with the written agreement of the other spouse, reserve separate property and dispose of it outside of this Agreement by making a separate beneficiary designation for a particular asset, such as an IRA, life insurance policy, or annuity, but not by Will. This exception shall apply only to such designations made after the date of this Agreement.

4. Disclaimer. Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, or with references to specific parts, shares or assets thereof. Any interest so disclaimed shall pass as if the provisions of paragraph 2 had been revoked as to such interest, with the surviving spouse entitled to the benefits provided by any other disposition.

5. Revocation of Inconsistent Agreements. To the extent this Agreement is inconsistent with the provisions of any community property agreement or other arrangement previously made by the parties affecting the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

6. Optional Revocation By One Party. If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2. The Termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardian(s), if any, of the person and of the estate of the disabled person. For the purpose of this paragraph, a spouse shall be deemed disabled if two licensed physicians state in writing that the spouse is unable to manage his or her own affairs.

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7. Termination. This Agreement shall terminate under any of the following circumstances:

- (i) The mutual agreement of the parties in writing.
- (ii) The provisions of Paragraph 2 shall be deemed mutually terminated upon the earlier to occur of (a) the termination of the marital community, or (b) the filing by either party of a petition for dissolution of their marriage, for divorce or for the annulment of their marriage (the Termination). Following such Termination, property thereafter acquired by Husband or Wife shall be the acquiring spouse's separate property, and the income, rents, issues, profits, gains and appreciation attributable to property which was their community property shall be their respective separate property in equal shares. Any property which was community property at the Termination shall not cease to be such merely by reason of the Termination.
- (iii) Immediately prior to death if neither party survives the other by ten (10) days.

8. Independent Counsel. Husband and Wife each recognize that he or she has a right to be represented by independent counsel in arriving at this Agreement. Each of them hereby waives said right and states that he or she has had an adequate, fair and full disclosure of all assets now owned and the value of each involved in this Agreement.

DATED as first stated above.

Ian Mackie

Ian Mackie
Husband

Eileen P. Mackie

Eileen P. Mackie
Wife

Acknowledgement of Advice as to Retention of Separate Counsel

We have both been advised that the foregoing document may have a significant effect on how our property is owned and who may receive assets at our deaths. We have been advised by our attorney, Felicia Value, to obtain separate counsel to review our respective rights and the effects of this Agreement and all matters incident to it. We each decline to obtain such separate counsel, and acknowledge that we nevertheless enter into this Agreement freely and voluntarily.

Ian Mackie

Ian Mackie
Husband

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Eileen P. Mackie

Eileen P. Mackie
Wife

STATE OF WASHINGTON)

: ss

County of Skagit)

I certify that I know or have satisfactory evidence that Ian Mackie and Eileen P. Mackie are the persons who appeared before me, and said persons each acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 5/1/18

Gem Jake Tartaglia
Notary Public in and for the State
of Washington, residing at La Conner, WA.
My Commission Expires: 5-10-2020

