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COURT OF APPEALS, DIVISION III  
OF THE STATE OF WASHINGTON

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In re the Marriage of:  
LORI VAN DE GRAAF,  
Respondent,  
and  
ROD D. VAN DE GRAAF,  
Appellant.

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APPEAL FROM THE SUPERIOR COURT  
FOR YAKIMA COUNTY  
THE HONORABLE MICHAEL G. McCARTHY

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BRIEF OF RESPONDENT RE: CR 60(a)  
CORRECTION OF LEGAL DESCRIPTION

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## I. INTRODUCTION

Continuing his campaign of harassment, obstruction, and delay, in this matter appellant Rod Van de Graaf challenges the trial court's CR 60(a) order correcting the legal description of the only potentially income-producing piece of property awarded to respondent Lori Van de Graaf in the final orders dissolving their marriage of 25 years. The characterization of that property and its award to the wife is being reviewed by this Court in Cause no. 35133-5-III; the husband is not aggrieved by the amended decree, which merely conforms the legal description with the trial court's intent to award a specific property before it.

If for no other reason than to ensure that the legal description of the property would be correct if he were successful in his merits appeal and the property were awarded to him, any rational litigant would have agreed to correct the legal description to be consistent with the property described and valued by the parties' joint appraiser, which the trial court had before it and awarded after trial. Instead, the trial court's order was the subject of the husband's *fifth* (of seven) notice of appeal since the decree dissolving the parties' marriage was entered in February 2017, and the husband has subjected the wife to the obligation to submit this *third* merits brief

to rebut his baseless efforts to transmute an honest mistake, undoubtedly caused by battle fatigue after more than seven years enduring his “scorched earth” tactics, into the supposed award of a phantom asset worth hundreds of thousands of dollars to the wife.

As the husband and his trial and appellate counsel well know, this appeal is not well-grounded in fact or law. If this Court does not summarily dismiss review because the husband is not aggrieved by the trial court’s correction of the legal description of a property awarded to the wife, it should affirm on the merits. In either case, this Court should award the wife her attorney fees incurred in responding to this meritless appeal, which has needlessly wasted both this Court’s and the parties’ resources.

## **II. RESTATEMENT OF FACTS**

### **A. The trial court awarded the wife real property in Ellensburg valued at \$690,000 as part of her share of the parties’ \$5.5 million marital estate.**

Respondent Lori Van de Graaf and appellant Rod Van de Graaf were married on August 3, 1985. (CP 114) Lori initially filed for legal separation (later amended to seek a divorce) on October 7,

2011. (Disso. CP 3, 606)<sup>1</sup> Following five years of “divorce planning” and “scorched earth” tactics by the husband and his family, trial was finally heard by Yakima County Superior Court Judge Michael McCarthy (“the trial court”) on September 27, 2016. (See Disso. RP 1033) After seven days of trial, the trial court found the separate and community property in the marital estate to be worth more than \$5.5 million. (Disso. CP 763, 770-71, 786) The trial court awarded Lori a \$1,171,200 equalizing judgment to divide the marital estate equally. (CP 101) Rod appealed (pending Cause No. 35133-5-III) and eventually stayed enforcement of the equalizing judgment and a fee award based on his intransigence. The remainder of the property division has not been stayed.

Among the assets awarded to Lori (and not stayed on appeal) was grazing property in Ellensburg owned with Rod’s brother Rick. (CP 115-16) The trial court valued the parties’ half interest in the Ellensburg property at \$690,000, based on an appraisal that each party separately admitted at trial. (CP 115-16; Disso. Exs. 1.10, 2.13)<sup>2</sup>

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<sup>1</sup> On February 1, 2019, this Court granted respondent’s motion to allow citation to the Clerk’s Papers, Verbatim Report of Proceedings, and Exhibits in Cause No. 35133-5-III. The record from Cause No. 35133-5-III is cited in this brief as “Disso. CP \_\_,” “Disso. RP \_\_,” and “Disso. Ex. \_\_”.

<sup>2</sup> This brief cites to, and attaches, Exhibit 2.13, which was admitted into evidence by the husband.

The characterization of this property, and its award to Lori, is currently at issue in Rod's appeal of the dissolution orders.

**B. A small, land-locked portion of the Ellensburg property was traded during the marriage for a smaller parcel owned by a neighbor.**

Most of the evidence presented during the dissolution trial about the Ellensburg property came in through Rod, who testified that he and his brother Rick purchased the property, approximately 343 acres, from their parents in 1977 for \$120,000 on a real estate contract. (See Disso. RP 500-04) Each brother paid \$100 down, and were obligated to pay the balance, with interest, in annual installments of \$4,800 to their parents. (Disso. RP 500-01; Disso. Ex. 2.11) When the parties married in 1985, nearly \$51,000 of Rod's \$59,900 share of the contract was still owed. (Disso. RP 501; Disso. Ex. 2.11) The balance was not paid off until April 29, 2004, 19 years later. (Disso. Ex. 2.11)

After the balance on the contract was paid, Rod's parents executed a statutory warranty fulfillment deed, which was recorded on May 5, 2004. (Disso. Ex. 2.11) A few months later, the younger Van de Graafs were approached by Kerry Klockner, who owned property adjacent to the 343-acre Ellensburg property, proposing a property trade. (See CP 231, 236; see also CP 23) The younger Van



(CP 233: Appendix A) By transferring to the other party a small portion of properties that would otherwise be “land-locked,” the trade allowed both the Van de Graafs and Klockner to have contiguous parcels bounded by an existing road and irrigation ditch.

As a result of the Klockner trade, two parcel numbers were issued for the Ellensburg property, which now consisted of the original property, under parcel number 835436 (now 333.09 acres), and the 6.86-acre parcel received in the trade, under parcel number 20588. (See CP 24, 26, 235) Instead of owning half of one 343-acre parcel, after the trade the parties owned half of two contiguous parcels with a total size of 339.95 acres.

In this appeal, Rod appears to question whether the 9.87 acres was part of the 343 acres originally owned by the parties. (See App. Br. 8-12) But the evidence that it was part of the original acreage is indisputable: Before the trade, the original parcel (under parcel number 835436) was 342.96 acres. (CP 234: 2001 Kittitas County Assessor Property Tax Statement) After 9.87 acres was segregated to property owned by Kerry Klockner on March 24, 2005, parcel number 835436 was left with 333.09 acres. (CP 24: Current

information from the Kittitas County Tax Assessor website)<sup>4</sup> Further, the quit claim deed transferring 9.87 acres to Klockner, signed by both Rod and his brother Rick on December 15, 2004, recites that the property being transferred was from Map Number 18-18-14010-0002, which is parcel number 835436 – the property originally transferred to the younger Van de Graafs by statutory warranty deed from their parents a few months earlier. (*Compare CP 237 with Disso. Ex. 2.11 with CP 24*)

Rod also attempts to confound the source of the acreage and the practical description of the transfer between the younger Van de Graafs and Klockner as a “trade” by claiming there were instead “two sales.” (App. Br. 10) However, the sale price for the 9.87 acres to Klockner was \$2,304 (CP 25), and the sale price for the 6.86 acres received by the Van de Graafs was \$2,095 (CP 26), a *de minimis* difference.

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<sup>4</sup> The “Comment” on the tax assessor’s website shows that 9.87 acres from parcel number 835436 was segregated to map number 18-18-14000-0001 on March 24, 2005, pursuant to a segregation/boundary line adjustment. (CP 24: “CG-3/24/05: SEG 9.87@ TO 18-18-14000-0001 PER SEG/BLA”) Map number 18-18-14000-001 is property owned by Klockner. (*See* CP 25) That property, which had 9.87 acres segregated to it from the younger Van de Graafs in 2005, was subsequently segregated into smaller parcels. (CP 25: “Comment: SEG 18-18-14000-0003, -0004, -0005, -0006; (-.01@ PER SURVEY); 06 FOR 07) Today, original map number 18-18-14000-001 (or parcel number 20587) contains only 3.11 acres. (*See* CP 25)

C. The trial court relied on the parties' joint appraiser valuing the Ellensburg property in its "traded" form, with the correct legal description. But by mistake, the dissolution decree used an incorrect legal description that did not reflect the trade.

Because it was not relevant to the trial court's task in dividing the marital estate, the history of the Ellensburg property trade set out in the preceding section was not discussed at trial. It was in this "traded" form, however, that the parties' joint appraiser valued the Ellensburg property at trial. (Disso. Ex. 2.13) (Appendix B) Rod's claim in this appeal that parcel number 20588 was not "before the Court at trial" (App. Br. 12), and his claim that only his brother Rick was aware of the smaller parcel (App. Br. 11-12) are utterly false:

The agreed appraisal clearly shows that the Ellensburg property was valued based on these two parcels:

LAND APPRAISAL REPORT				File No.: Van de Graaf
The purpose of the summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.				Loan No.:
CLIENT AND PROPERTY IDENTIFICATION				
Property Address: NKA Hungry Junction Rd	City: Ellensburg	State: WA	Zip: 98926	
Borrower: Rod & Laurie Van de Graaf	Owner of Public Record: R.R. & R.D. Van de Graaf	County: Kittitas		
Legal Description: See Attached Legal				
Assessor's Parcel #: 835436/20588	Tax Year: 2012	RE Taxes: YBP		
Neighborhood Name: Ellensburg	Map Reference: Unknown	Census Tract: 53037-9753.00		
Special Assessments: 0	PUD: <input type="checkbox"/> Yes <input type="checkbox"/> No	HOA: \$ 0	Per Year: <input type="checkbox"/> Per Month: <input type="checkbox"/>	
Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)				
Assignment Type: <input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Market Analysis				
Lender/Client: Rod & Laurie Van de Graaf	Address:			

(Disso. Ex. 2.13: "Assessor's Parcel #: 835436/20588") Based on this agreed appraisal, admitted by both parties (Disso. Exs. 1.10, 2.13), the trial court awarded Lori the half interest in the Ellensburg property at an undisputed value of \$690,000.

Lori's trial attorney was charged with preparing the decree. (CP 119) Unfortunately, the legal description for parcel number 20588 was omitted in doing so. (See CP 102, 107) The dissolution decree recites only the legal description for parcel number 835436 (Map Number 18-18-14010-0002), the property that had been conveyed by the statutory warranty fulfillment deed executed by Rod's parents and that was reduced by the Klockner trade. (See CP 107; Disso. Ex. 2.11)

**D. The error in the Ellensburg property legal description was only discovered over a year after entry of the decree, when the wife received a tax bill for both parcels.**

Over a year passed before the parties realized that the legal description for the Ellensburg property in the decree was inconsistent with the property that had been awarded to the wife, as described in the joint appraisal, Dissolution Exhibits 1.10 and 2.13. Lori discovered the discrepancy when she received a property and water tax bill for the Ellensburg property that included both parcel numbers. (CP 221)

Because the decree failed to include parcel number 20588 (which she was being taxed for), in April 2018 Lori filed a CR 60 motion asking the trial court to correct the error in the legal

description for the Ellensburg property, which failed to reflect the “traded” form with two parcels. (CP 1-2, 221-22)

Lori initially based her requested relief on CR 60(b)(1), (5), and (11). (CP 1) Rod objected to the motion, largely on procedural grounds, but also arguing that the smaller parcel acquired in 2004 should be treated as an “omitted asset” subject to partition.<sup>5</sup> (CP 5-6, 9-22; RP 17) Ignoring that the 9.87 acres traded for the 6.86 acres had originated from the Ellensburg property conveyed under a statutory warranty fulfillment deed in May 2004, Rod argued that the 9.87 acres had been a “gift” from his parents, specifically provided to facilitate the trade. (*See* CP 19)<sup>6</sup>

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<sup>5</sup> If the smaller parcel were partitioned, Rod would be entitled to half of a half-interest in property with an assessed value of \$5,750. (*See* CP 26) *Marriage of Bishop*, 46 Wn. App. 198, 201, 729 P.2d 647 (1986) (property not disposed of in a dissolution action is held by parties as tenants in common). As this appeal demonstrates, however, claiming an interest in the Ellensburg property also gave Rod the opportunity to continue harassing his ex-wife — which, to Rod, appears to be priceless.

<sup>6</sup> This claim, repeated on appeal, is apparently premised on the fact that the original documents Klockner prepared to effect the trade, which occurred six months after the Ellensburg property had been transferred by statutory fulfillment deed, had listed the Van de Graaf brothers’ father as the grantor (of the 9.87 acres) and grantee (of the 6.86 acres). (CP 19; App. Br. 11, 20-21, 23) The problem with the claim is that there is absolutely nothing to suggest that the 9.87 acres was ever anything other than part of the Ellensburg property that had been transferred by statutory warranty deed after the real estate contract was fulfilled several months earlier. (*See* CP 24, 231, 237)

Judge McCarthy, who had presided over the dissolution trial, granted Lori's motion on May 4, 2018, correctly noting that it was "best characterized as a motion under 60(a). This is an error, a clerical error, a scrivener's error, however you want to refer to it:"

[W]e have a situation where a parcel number was omitted in the decree, that this is an attempt to correct that omission, and under Rule 60(a).

(RP 20) The trial court ruled "that the legal description contained in the decree of the Ellensburg realty is a clerical error under CR 60(a)," and directed the wife to present "an amended decree containing both parcel numbers and correct legal description of the Ellensburg realty which was intended to be awarded" to the wife. (CP 27) In rejecting the husband's procedural objections, the trial court found "there's no prejudice that was – that I can possibly imagine." (RP 20) It is from this order that the husband filed his fifth notice of appeal, in the current cause number. (CP 51)

Over the husband's objection, the trial court on August 24, 2018 entered an amended decree correcting the legal description of the Ellensburg property. (CP 38) In doing so, the trial court concluded that it was not necessary to seek authority from this Court under RAP 7.2 before amending the decree to correct a "scrivener's error" that "doesn't implicate any issue that's before the Court of

Appeals.” (RP 43) The trial court reiterated that it intended to award the Ellensburg property as it had been presented by the parties at trial, no one at trial “referred to it by parcel number” (RP 42-43), and “petitioner in preparing the final decree” had simply made a “scrivener’s error.” (RP 43)

The wife moved to dismiss this appeal because the husband was not aggrieved, as his challenge to the trial court’s award of the Ellensburg property was being addressed in the pending dissolution appeal under Cause no. 35133-5-III. On October 24, 2018, Commissioner Wasson accelerated the briefing schedule for this appeal and referred the wife’s motion to dismiss to the panel deciding the appeal.

### **III. RESPONSE ARGUMENT**

- A. The husband is not aggrieved by the trial court’s order amending its decree to correct a clerical error.**
- 1. The trial court properly corrected the legal description to conform with its intent to award the Ellensburg property to the wife in the form that it was presented at trial.**

The trial court properly entered its CR 60(a) order to correct the clerical error in the legal description of the Ellensburg property. An error is clerical if “the judgment, as amended, embodies the trial

court's intention, *as expressed in the record at trial.*<sup>7</sup> If the answer to that question is yes, it logically follows that the error is clerical in that the amended judgment merely corrects language that did not correctly convey the intention of the court." *Presidential Estates Apartment Associates v. Barrett*, 129 Wn.2d 320, 326, 917 P.2d 100 (1996) (order clarifying where a storm drain may be located corrected a clerical error because the original judgment entitled the plaintiff with an easement for utilities but failed to specify its location) (emphasis and footnote added). In amending the decree the trial court did not correct a "judicial error," which "involves an issue of substance," but instead corrected a "clerical error," "a mere mechanical mistake." *Marchel v. Bungler*, 13 Wn. App. 81, 84, 533 P.2d 406 (an order "eliminating the repetition southwesterly course" in a legal description corrected a clerical error), *rev. denied*, 85 Wn.2d 1012 (1975).

Here, the original decree describing only parcel number

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<sup>7</sup> At trial, both parties admitted the joint appraisal valuing the two parcels in the Ellensburg property after the Klockner trade. (Disso. Exs. 1.10, 2.13) Although neither party brought the appraisal to the trial court's attention in the course of the initial CR 60 motion, the trial court recognized that the property it had awarded to the wife consisted of the two parcels, which the parties had described as "the Ellensburg property" during trial. Even had the trial court not recognized the nature of the relief requested, and granted, this Court can affirm on any grounds supported by the record. RAP 2.5(a).

835436 “did not correctly convey the intention of the court.” See *Presidential Estates*, 129 Wn.2d at 326. The trial court intended to award Lori the Ellensburg property valued based on the joint appraisal admitted at trial. That property consisted of two parcels – the reduced original Ellensburg property under parcel number 835436 and the smaller parcel no. 20588 received in trade. (Disso Ex. 2.13) By including the legal description for parcel number 20588, the amended decree thus did not “dramatically change[ ] the orders on review.” (App. Br. 20) Instead, “the amended judgment merely corrects language that did not correctly convey the intention of the court,” and was properly entered under CR 60(a). *Presidential Estates*, 129 Wn.2d at 326; see *Marriage of Getz*, 57 Wn. App. 602, 605, 789 P.2d 331 (1990) (in affirming CR 60(a) order, the court put weight on the fact that the judge who entered order “was the same judge who presided over husband’s and wife’s original dissolution proceedings” and drew on his “recollection of the original proceeding”).

It is absolutely false that in amending the decree to correct the legal description the trial court “add[ed] a large value to the assets awarded Lori without taking that into account.” (App. Br. 21) The corrected legal description, reflecting the award of both parcel

number 835436 (the reduced original property) and parcel number 20588 (the smaller property received in trade) is exactly the property valued and awarded to Lori at trial. (*See* Disso. Ex. 2.13) In support of this frivolous argument, Rod complains that the amended decree lists no value for parcel number 20588, the smaller property received in trade, and values the larger parcel number 835436 at \$690,000. (App. Br. 21-22) But based on the appraisal adopted by the trial court, the total value of the parties' half interest in both parcels is \$690,000. (Disso. Ex. 2.13) How could it possibly matter how the total value is divided between the two parcels in the amended decree? The answer is simple – it does not.

Related (and equally frivolous) is Rod's argument that the amended decree awards Lori two parcels "worth a total of \$1,344,000." (App. Br. 27-28) This false claim is based on a real estate tax affidavit that Lori proposed Rod sign for the transfer of the smaller property, under parcel number 20588, which lists its assessed value at \$654,000. (*See* CP 191) Rod knows that the assessed value of \$654,000 for parcel number 20588 in this form is an error: he himself submitted to the trial court a screen shot from the Kittitas County Tax Assessor's Office showing a "2018 Taxable Value" of \$5,750 for this parcel number. (CP 26) Lori's trial counsel

has acknowledged this error in preparing the real estate tax affidavit, and has brought it to the attention of the trial court. (Supp. CP 246-47) The actual assessed value of \$5,750 will be reflected in the corrected real estate tax affidavit. (Supp. CP 246-47)

Rod's other new complaint, which he raised more than three months after the amended decree was entered, is that if Lori seeks "to take the land out of agriculture and develop it, back taxes will have to be paid" that might "redound to Rod as the prior owner." (App. Br. 22; see CP 204) This claim is both baseless and nonsensical. First, there is no evidence that Lori has any such intent. Second, even if she had, this does not change the trial court's original decision. The trial court's valuation and award of the Ellensburg property (including both parcels) was not dependent on how the property would or could be developed. Instead, the joint appraiser valued the property based on "its current highest and best use as pastoral land." (Disso. Ex. 2.13) Rod has never challenged the agreed appraisal, or the value placed on the Ellensburg property by the trial court.

Rod misplaces his reliance on *Foster v. Knutson*, 10 Wn. App. 175, 516 P.2d 786 (1973) (App. Br. 24-25) in support of all these frivolous arguments. In *Foster*, the plaintiffs sought to foreclose on real

property titled the “Sunnyslope Farms Residence.” The complaint provided a legal description of the property including only the residence, and not the surrounding farm land. At the commencement of trial, the plaintiffs stipulated that they only sought to foreclose on the property described in the complaint, and at the trial’s conclusion, the court entered a judgment foreclosing the mortgage against those properties described in the complaint. *Foster*, 10 Wn. App. at 176.

After the judgment was entered, the plaintiffs in *Foster* discovered that the legal description of the property in their complaint (and hence the judgment of foreclosure), did not include the surrounding farm land. This Court held that the trial court could not rely on CR 60(a) to correct the legal description because it would work a substantive change to its decision. *Foster*, 10 Wn. App. at 177. Because “the record before” the trial court only included the residence and not the surrounding farm land, the trial court could have only intended to foreclose the residence. *Foster*, 10 Wn. App. at 177. Therefore, “the judgment and other documents do embody that which the court intended to foreclose.” *Foster*, 10 Wn. App. at 177.

Here, in contrast, “the record before” the trial court included the Ellensburg property as presented by the joint appraisal admitted into

evidence. (Disso. Ex. 2.13) That appraisal reflected the two parcels with a total value of \$1,380,000; based on it the trial court awarded the parties' half to Lori. (CP 115-16) Unlike in *Foster*, the original decree did not embody "that which the court intended to award" Lori, because it did not award the property that the trial court valued at trial and intended to distribute to her.

**2. This Court's approval was not necessary to correct the legal description because the amended decree does not change a decision being reviewed by this Court.**

Because the amended decree simply reflects the real property that the trial court intended to award Lori under the original decree, the trial court was not required to ask permission from this Court before correcting the Ellensburg property legal description, as appellant argues. (App. Br. 17-24) Civil Rule 60(a) recites that a court may correct a clerical mistake "before review is accepted by an appellate court, and thereafter may be corrected pursuant to RAP 7.2(e)." RAP 7.2(e) itself only requires a trial court to obtain permission from an appellate court before formally entering an order "if the trial court determination will change a decision then being reviewed by the appellate court." When an order merely corrects a clerical mistake, as in this case, the trial court need not obtain permission from the appellate court before entering it. *Marquis v. City of Spokane*, 76 Wn.

App. 853, 862, 888 P.2d 753 (1995), *aff'd*, 130 Wn.2d 97, 922 P.2d 43 (1996) (trial court need not obtain permission from appellate court before correcting a clerical mistake because its “order did not change the decision” being reviewed); *see also Olsen Media v. Energy Scis., Inc.*, 32 Wn. App. 579, 587, 648 P.2d 493 (order correcting finding that did not accurately reflect the trial judge’s decision did not “‘change’ a decision being reviewed by the Court of Appeals within the meaning of RAP 7.2(e)”), *rev. denied*, 98 Wn.2d 1004 (1982).

The original decree incorrectly described the Ellensburg property, and the amended decree was intended to correct that mistake. The amended decree does not “change a decision being reviewed,” implicating RAP 7.2(e). The arguments Rod raises in the dissolution appeal about the characterization of the Ellensburg property and its award to Lori are the same (and equally baseless) regardless how it is legally described:

The origin of the Ellensburg property that the trial court intended to award Lori was the property that Rod and his brother initially contracted to purchase from their parents in 1977, which was paid off 19 years after the parties married and conveyed by a statutory warranty fulfillment deed on May 5, 2004. (*See* CP 115-16) It is indisputable (try as Rod might) that the 9.87 acres of property traded

for the smaller parcel originated from the original Ellensburg property, and it is irrelevant that the smaller 6.86-acre parcel number 20588, which the trial court added in the amended decree in order to correct the legal description, has a “different acquisition history than the large parcel currently on review.” (App. Br. 20) Because a portion of the original property was used to acquire the smaller parcel, the character of the smaller parcel abides the character of the original property. *Marriage of Chumbley*, 150 Wn.2d 1, 6, 74 P.3d 129 (2003) (property acquired during the marriage has the same character as the funds used to purchase it). In other words, the character of the smaller parcel depends on the character of the “large parcel currently on review.” (App. Br. 20)

The larger, and fatal, flaw in Rod’s argument, however, is that regardless of the character of the property, the trial court intended to award it to Lori as “fair and equitable regardless of the characterization of any item as community or separate.” (CP 118) (*See* 7/3/18 Corrected Brief of Respondent in Cause no. 35133-5-III, § III.B Argument, at 28-30) The arguments Rod raised in the dissolution appeal challenging the character of the Ellensburg property and its award to Lori are the same regardless of its legal description. Therefore, the amended decree “does not change a decision being reviewed” by this Court, and the trial court

was not required to obtain permission from this Court before entering it.<sup>8</sup> For the same reason, Rod is not aggrieved by entry of the amended decree, and this Court should either dismiss the appeal or outright affirm.<sup>9</sup>

**B. The husband’s procedural challenges to the CR 60(a) order, based on the form of the wife’s motion, are meritless.**

Appellant finally sinks to baseless complaints regarding the form of the wife’s motions to correct the Ellensburg property legal description, parroting those frivolous arguments he raises in the suit money appeal under Cause no. 36282-5-III. They are as meritless here as in that appeal. “Motions are to be construed as to do substantial

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<sup>8</sup> Were this Court’s authority to enter the amended decree required, it should grant the trial court that authority now. *City of Seattle v. Holifield*, 150 Wn. App. 213, 224-25, ¶ 21, 208 P.3d 24 (2009) (even if party should have obtained permission under RAP 7.2(e) before the trial court formally entered an order after review was accepted, the appellate court would grant permission now to “promote justice... in order to serve the ends of justice,” citing RAP 1.2), *rev’d on other grounds in* 170 Wn.2d 230, 240 P.3d 1162 (2010). In this case, Lori did not go through the exercise of attempting to obtain this unnecessary approval for fear it would lead to another round of motions practice like that Rod launched in challenging the trial court’s suit money and supersedeas decisions, and instead moved to dismiss on the grounds Rod was not aggrieved. Unfortunately, attempting to avoid that unnecessary motions practice did not prevent appellant from briefing this frivolous appeal, raising the same issues that would have been addressed in a RAP 7.2(e) motion. So both respondent and this Court have had to address appellant’s frivolous arguments anyway.

<sup>9</sup> Respondent incorporates her August 29, 2018 Motion to Dismiss, which Commissioner Wasson referred to the panel of judges considering this appeal on its merits, in her October 24, 2018 ruling. RAP 10.4(d).

justice, with substance controlling over form.” *Neal v. Wallace*, 15 Wn. App. 506, 508, 550 P.2d 539 (1976) (citing CR 7(b)(2); CR 8(f)). “[T]he purpose of a motion under the civil rules is to give the other party notice of the relief sought.” *Pamelin Industries, Inc. v. Sheen-U.S.A., Inc.*, 95 Wn.2d 398, 402, 622 P.2d 1270 (1981) (emphasis omitted, cited at App. Br. 29-30).

Briefly reiterating the response argument in Cause no. 36282-5-III, *Pamelin* does not, as Rod claims, stand for the proposition that “without that statement of grounds with particularity in the motion and accompanying affidavits, the trial court was without jurisdiction to grant the relief requested.” (App. Br. 30) It is absurd to claim that motions practice is “jurisdictional,” as Rod does in making this argument. In fact, the Supreme Court *reversed* a Court of Appeals decision that a default order was “void” on the grounds “that the court had exceeded its jurisdiction” by granting relief that was not within the scope of the motion in *Pamelin*, 95 Wn.2d at 401.

There can be no doubt that both the trial court and Rod knew the relief sought by Lori, and the reasons. Rod submitted a 14-page response, plus exhibits, challenging Lori’s CR 60 motion. (CP 9-26) Rod then filed an 8-page motion for reconsideration, and

accompanying two-page declaration with exhibits.<sup>10</sup> (CP 28-35, 195-201) As the trial court found, however, no prejudice has “been demonstrated and none – there’s none that I can imagine that is experienced [ ] by Mr. Van de Graaf by the form that Mr. Hazel chose to pursue this correction of the decree.” (RP 20)

“Elevating procedural requirements to the level of jurisdictional imperative has little practical value and encourages trivial procedural errors to interfere with the court’s ability to do substantive justice.” *Dougherty v. Dep’t of Labor & Indus*, 150 Wn.2d 310, 319, 76 P.3d 1183 (2003) (quoted source omitted). As this Court held in *Neal*, substance controls form in construing motions. 15 Wn. App. at 508; *see also First Fed. Sav. & Loan Ass’n of Walla Walla v. Ekanger*, 22 Wn. App. 938, 944, 593 P.2d 170 (1979) *aff’d*, 93 Wn.2d 777, 613 P.2d 129 (1980) (“the law in this state is to interpret rules and statutes to reach the substance of matters so that it prevails over form”). Because Rod cannot seriously dispute that he did not understand the substance of Lori’s motion, and he was clearly able to respond, substance prevails, and the trial court properly granted Lori’s CR 60 motion.

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<sup>10</sup> The statement of facts in the opening brief repeatedly points out all of the arguments had made in objecting to Lori’s motion. (See *e.g.* App. Br. 9: “Rod’s response marched through each of the asserted provisions of CR 60(b)”; App. Br. 10: “[A]s Rod’s response indicated”; App. Br. 11: “Rod’s declaration pointed out”; App. Br. 12: “Rod’s objection pointed out”.)

**C. This Court should award attorney fees to the wife for having to respond to this frivolous appeal.**

Rod's appeal of the CR 60(a) order continues the financial harassment of Lori he has engaged in incessantly since they separated nearly eight years ago. It is indisputable that the property awarded to Lori consisted of the two parcels described in the parties' joint appraisal. Rod's claim on appeal that he was unaware of the second parcel is a lie: Rod himself signed the quit claim deeds and real estate tax affidavits that effected the trade, and paid for the joint appraisal that valued both parcels at trial. (*See* CP 237, 240; *Disso. Ex. 2.13*)

Any reasonable litigant would not have resisted the motion to correct the legal description, and any reasonable litigant certainly would not have appealed the decision granting that relief. But Rod, and his trial and appellate counsel who facilitate his bullying behavior, do not behave reasonably. Fees should be awarded against both Rod and his appellate counsel for the reasons argued in Cause No. 36282-5-III. In this appeal, fees should also be awarded against Rod's trial counsel, for this reason: Rod's trial counsel actively participated in submitting the joint appraisal evidence to the trial court during trial that made clear the clerical error in the Ellensburg property legal description. Yet when Lori sought to have this error

in the decree corrected, Rod's trial counsel seized an opportunity to confound the issues before the courts, submitting to the trial court, and now to this Court, false information directly contrary to the evidence trial counsel submitted on Rod's behalf at trial.

Sanctions are warranted when an attorney fails "to make an objectively reasonable inquiry into the facts supporting his [or her] case." *Watson v. Maier*, 64 Wn. App. 889, 897, 827 P.2d 311, *rev. denied*, 120 Wn.2d 1015 (1992). Rod's trial counsel had clearly not made an "objectively reasonable inquiry into the facts" before signing a pleading stating "the existence of Parcel no. 20588 as an asset of the parties was not presented to the Court until Rick Van de Graaf's March 2018 Declaration." (CP 34) All trial counsel had to do was refer to the appraisal that she had admitted as an exhibit at trial to know that this statement was false. Even after Dissolution Exhibit 2.13 was brought to the attention of both Rod's trial and appellate counsel in respondent's motion to dismiss in this Court (8/29/2018 Motion to Dismiss), they perpetuated the fiction that parcel no. 20588 was an "omitted asset;" trial counsel has never corrected her prior misstatement, which is repeated in this appeal. *Port Susan Chapel of the Woods v. Port Susan Camping Club*, 50 Wn. App. 176, 185, 746 P.2d 816 (1987) (reprimanding both trial and appellate

counsel for appellate counsel's argument relying on an exhibit that was excluded at trial when even after "counsel for respondents presented the true facts regarding the rejection of this exhibit... neither of appellant's attorneys acknowledged he has misinformed this court;" noting the "additional, unnecessary burden placed upon opposing counsel and this court").

Lori should not be forced to continue to rack up attorney fees she cannot afford defending against Rod's baseless claims. It may be wishful thinking that sanctions or attorney fee awards will cause Rod and his counsel to rethink his litigation strategy, but at least Lori will not have to financially suffer for it. Lori is entitled to fees under RCW 26.09.140, based on her need and Rod's ability to pay, but this Court also can and should sanction Rod and his trial and appellate counsel under RAP 18.9(a), and award fees to Lori for having to respond to this frivolous appeal.

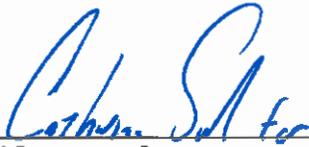
#### **IV. CONCLUSION**

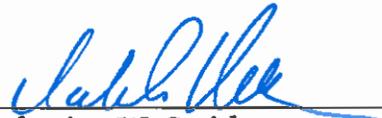
This Court should either dismiss this appeal or affirm the trial court's decision correcting the Ellensburg legal description. In either event, it should award fees to Lori for having to respond to this meritless appeal.

Dated this 6<sup>th</sup> day of February, 2019.

HAZEL & HAZEL

SMITH GOODFRIEND, P.S.

By:   
David P. Hazel  
WSBA No. 7833

By:   
Catherine W. Smith  
WSBA No. 9542  
Valerie Villacin  
WSBA No. 34515

Attorneys for Respondent

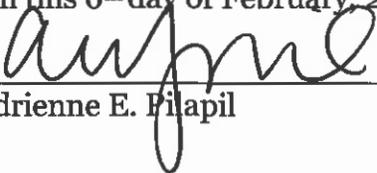
**DECLARATION OF SERVICE**

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

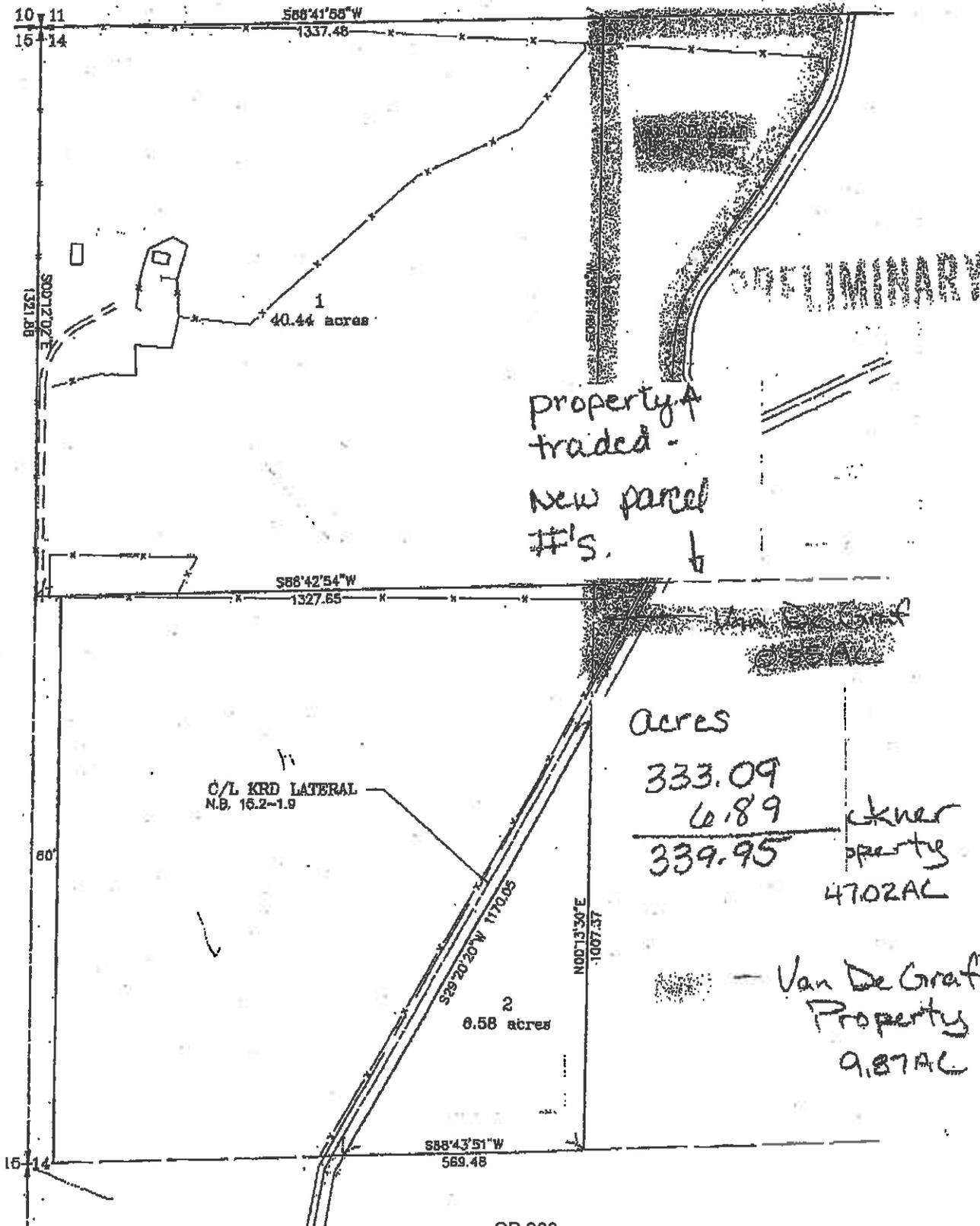
That on February 6, 2019, I arranged for service of the foregoing Brief of Respondent Re: CR 60(a) Correction of Legal Description, to the court and to the parties to this action as follows:

Office of Clerk Court of Appeals - Division III 500 N. Cedar Street Spokane, WA 99201	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> E-File
David P. Hazel Hazel & Hazel 1420 Summitview Ave Yakima WA 98902-2941 <a href="mailto:daveh@davidhazel.com">daveh@davidhazel.com</a>	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> E-Mail
Gregory M. Miller Jason W. Anderson Carney Badley Spellman PS 701 5th Ave Ste 3600 Seattle WA 98104-7010 (206) 622-8020 <a href="mailto:miller@carneylaw.com">miller@carneylaw.com</a> <a href="mailto:anderson@carneylaw.com">anderson@carneylaw.com</a>	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> E-Mail
Joanne G. Comins Rick Halstead & Comins Rick PS P.O. Box 511 1221 Meade Avenue Prosser, WA 99350-0511 <a href="mailto:jgcrick@gmail.com">jgcrick@gmail.com</a>	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> E-Mail

**DATED** at Seattle, Washington this 6<sup>th</sup> day of February, 2019.

  
\_\_\_\_\_  
Andrienne E. Filapil

Rick Van De Graf  
C. WISE & ASSOC.



CP 233

App. A

# INVOICE

**FROM:**

Ray Appraisal Services  
 PO Box 501  
 Yakima, WA 98907  
 jason@rayappraisals.com  
 Telephone Number: 509-956-8749 Fax Number: 509-956-8832

**INVOICE NUMBER:**

1200152

**DATE:**

03/02/2012

**REFERENCE:**

Internal Order #: 1200152  
 Lender Case #: Van de Graaf  
 Client File #: Van de Graaf  
 Main File # on form: Van de Graaf  
 Other File # on form: 1200152  
 Federal Tax ID: 11-3663094  
 Employer ID: 11-3663094

**TO:**

Rod Van de Graaf  
 1951 Midvale Rd  
 Sunnyside, WA 98944

Telephone Number: Fax Number:  
 Alternate Number: E-Mail:

Please confirm receipt of this report by e-mailing jason@rayappraisals.com

**DESCRIPTION:**

Lender: Rod Van de Graaf Client: Rod Van de Graaf  
 Purchaser/Borrower: Rod Van de Graaf  
 Property Address: NKA Hungry Junction Rd  
 City: Ellensburg State: WA Zip: 98926  
 County: Kittitas  
 Legal Description: See Attached Loget

RE:  
 ELLENSBURG  
 PROP  
 APPRAISAL

**FEES:**

**AMOUNT:**

Land 1,000.00

Invoices are due upon receipt.  
 Unpaid invoices older than 60 days will be charge an additional 5% of the invoice price per month.  
 Credit Card payments are accepted, please contact our office!

SUBTOTAL 1,000.00

**PAYMENTS:**

**AMOUNT:**

Check #: Date: Description:  
 Check #: Date: Description:  
 Check #: Date: Description:

SUBTOTAL

TOTAL DUE \$ 1,000.00

Borrower/Client	Rod & Laurie Van de Graaf	File No. Van de Graaf
Property Address	NKA Hungary Junction Rd	
City	Ellensburg	County Kittitas
Lender	Rod & Laurie Van de Graaf	State WA Zip Code 98926

### APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- Self Contained (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Summary (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Use (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

### Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- Unless otherwise indicated, I have performed no services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

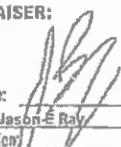
### Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

The appraiser's inspection on the subject's parcel is not intended to be nor should qualify as a home inspection.

The appraiser is not a home inspector and therefore has no knowledge of the existence of hazardous substances, including without limitation to molds, dry rot, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals which may or may not be present on the property, or of other environmental conditions which were not called to the attention of the appraiser. The appraiser was not looking specifically for evidence of noted substances during the inspection of the subject property. The appraiser is not qualified to test such substances or conditions. The presence of substances such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions may affect the value of the property. The subject's estimated value is given under the assumption that none of the above mentioned conditions exist within the subject property. The appraiser has no knowledge or expertise in engineering or practices to test for such substances or conditions. The appraiser does not assume any responsibility for such conditions or discovery of them.

APPRAISER:

Signature:   
 Name: Jason E Ray  
 Designation:  
 Date Signed: 06/15/2012  
 State Certification #: 1702861  
 or State License #:  
 State: WA  
 Expiration Date of Certification or License: 10/30/2012

Effective Date of Appraisal: 05/25/2012

SUPERVISORY APPRAISER (only if required):

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

Supervisory Appraiser Inspection of Subject Property:  
 Did Not  Exterior-only from street  Interior and Exterior

LAND APPRAISAL REPORT

File No.: Van de Graaf

Loan No.:

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: NKA Hungry Junction Rd City: Ellensburg State: WA ZIP: 98926  
 Borrower: Rod & Laurie Van de Graaf Owner of Public Record: R.R. & R.D. Van de Graaf County: Kittitas  
 Legal Description: See Attached Legal  
 Assessor's Parcel #: 935436 /20568 Tax Year: 2012 R.E. Taxes: TBD  
 Neighborhood Name: Ellensburg Map Reference: Unknown Census Tract: 52037-9753.00  
 Special Assessments: 0 PUD  Yes  No HOA: \$ 0  Per Year  Per Month  
 Property Rights Appraised:  Fee Simple  Leasehold  Other (describe)  
 Assignment Type:  Purchase Transaction  Refinance Transaction  Other (describe) Market Analysis  
 Lender/Client: Rod & Laurie Van de Graaf Address:

CONTRACT ANALYSIS

I did  I did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. The subject is a Market Analysis with no sales contract.  
 Contract Price: \$ Market Analysis Date of Contract: NA Is the property seller the owner of public record?  Yes  No Data Sources  
 Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No  
 If Yes, report the total dollar amount and describe the items to be paid. \$ NA

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing			Present Land Use %	
Location	Build-Up	Growth	Property Values	Demand/Supply	Marketing Time	PRICE	AGE	One-Unit	Multi-Family	Commercial
<input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Under 25%	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	\$ (000)	(yrs)	0%	0%	15%
						125,000	Low	00	0%	0%
						350,000	High	100	0%	15%
						225,000	Med.	25	0%	70%

Neighborhood Boundaries: Wilson Creek Road to the North and East, East Border Road to the South and Highway 10 to the West.

	Good	Average	Fair	Poor		Good	Average	Fair	Poor
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Primary Education	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Police/Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Deleterious Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Neighborhood Description: The Ellensburg and surrounding area markets are experiencing a stable area market. Mortgage rates remain favorable for buyers and custom construction alike. There is currently an abundant supply of funds for FHA/VA and conventional consumer loans.

Market Conditions (including support for the above conclusions): The Ellensburg and surrounding Kittitas County area markets are experiencing a stable area market. The mortgage rates in the Kittitas County area markets remain favorable for buyers. There is currently an abundant supply of favorable funds for FHA/VA and conventional loans in the subjects county.

SITE DESCRIPTION

Dimensions: See attached plats Area: 339.95  Acres  Sq.Ft. Shape: Typical View: Territorial  
 Zoning Classification: AG-20/AG-3 Zoning Description: Agriculture 20/ Agriculture 3  
 Zoning Compliance:  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (describe)  
 Uses permitted under current zoning regulations:  
 Highest & Best Use: Vacant Land  
 Describe any improvements: None  
 Do present improvements conform to zoning?  Yes  No  No Improvements If No, explain:  
 Present use of subject site: Vacant Land Current or proposed ground rent?  Yes  No If Yes, \$  
 Topography: Level/Rolling Site: 339.95 Ac Drainage: Appears typical for the subjects locale  
 Corner Lot:  Yes  No Underground URVs:  Yes  No Fenced:  Yes  No If Yes, type:  
 Special Flood Hazard Area  Yes  No FEMA Flood Zone: C FEMA Map #: 9308950455B FEMA Map Date: 05/05/1981

Utilities	Public	Other	Provider or Description	On-site Improvements	Type/Description	Public	Other
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Surface		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None	Street Type/Influence	Gravel/Asphalt	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None	Curbs/Gutters	None	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sanitary Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None	Sidewalk	None	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Street Lights (type)	None	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Alley		<input type="checkbox"/>	<input type="checkbox"/>

Are the utilities and off-site improvements typical for the market?  Yes  No If No, describe:  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe:  
The subject has a typical rural location for the subjects Kittitas County area market. The subject does not appear to have any encroachment, easements or other adverse conditions.

Site Comments: The subject has a typical rural location for the subjects Kittitas County area market. The subject is being appraised not a single family building site but as its current highest and best use as pastoral land.

## LAND APPRAISAL REPORT

File No.: Van de Graaf

Loan No.:

There are 0 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 300,000 to \$ 1,000,000  
 There were 0 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 300,000 to \$ 1,000,000

## COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1	COMPARABLE # 2	COMPARABLE # 3
Address	NKA Hungry Junction Rd	NKA Carroll Rd	NKA Camozzy Rd	NKA Vanlago Highway
City/Zip	Ellensburg, WA 98926	Ellensburg, WA 98926	Ellensburg, WA 98926	Ellensburg, WA 98926
Proximity to Subject		10.24 miles SE	9.53 miles SE	18.18 miles E
Data Sources	Inspection	NWMLS#298325	NWMLS#142153/142155	CWA RER (FSBO DOM Unknown)
Verification Sources	Kittitas County	Kittitas County/Exc#2012-0929	Kittitas County/Exc#2011-1635	Kittitas County/Exc#2011-0453
Sale Price	\$ Mkt Analysis	\$ 630,000	\$ 1,050,000	\$ 500,000
Price/ac	\$	\$ 4,117.65	\$ 6,161.61	\$ 2,533.57
Date of Sale (M/D/Y)	NA	07/05/2012	10/28/2011	04/01/2011
Days on Market		278	363	Unknown
Financing Type		Unknown	Unknown	Unknown
Concessions	NA	Unknown	Unknown	None Noted
Location	Rural	Rural	Rural	Rural
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size Ac	339.95	153.00	170.41	197.35
View	Territorial	Territorial	Territorial	Territorial
Topography	Level/Rolling	Level/Rolling	Level/Rolling	Level/Rolling
Available USRites	Typical	Typical	Typical	Typical
Street Frontage	Typical	Typical	Typical	Typical
Street Type	Gravel/Asphalt	Gravel/Asphalt	Gravel/Asphalt	Gravel/Asphalt
Water Influence	None	None	None	None
Fencing	Fencing	Fencing	Fencing	Fencing
Improvements	None	None	None	None
Water	None	None	None	None
Sanitary	None	None	None	None
Net Adjustment (Total, In \$)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 747,800	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 678,160	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 570,400
Adjusted sales price of the Comparable Sales (In \$)		Net Adj. 118.7 % Gross Adj. 118.7 % \$ 1,377,800	Net Adj. 64.6 % Gross Adj. 64.6 % \$ 1,728,160	Net Adj. 114.1 % Gross Adj. 114.1 % \$ 1,070,400

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources: NWMLS/Kittitas County Assessors/CWA RER

The appraiser's research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: NWMLS/Kittitas County Assessors/CWA RER

The appraiser's research  did  did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: NWMLS/Kittitas County Assessors/CWA RER

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
	\$	\$	\$	\$
	\$	\$	\$	\$

Subject property is currently listed for sale?  Yes  No Data Source: NWMLS/Kittitas County Assessors/CWA RER

Current Listing History

List Date	List Price	Days on Market	Data Source
	\$		

Subject property has been listed within the last 12 months?  Yes  No Data Source: NWMLS/Kittitas County Assessors/CWA RER

12 Month Listing History

List Date	List Price	Days on Market	Data Source
	\$		
	\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: The subject and the subjects comps have been researched over the previous 36 months. No additional listing or sales were noted.

Summary of the Sales Comparison Approach: All comps have been considered in estimating the value of the subject. All comps appear to be similar to the subjects market area. All comparable sales data has been obtained from Kittitas County, Central Washington Real Estate Review and NWMLS, all information is deemed reliable but not guaranteed, any incorrect information obtained from these data sources appraiser takes no responsibility for. All three comparable sales have been used in the subjects Ellensburg area market. The subjects comps appeared to be the most similar comparable sales that the Kittitas County market had to offer at the time of the subjects inspection. Due to market contraction, differences in acreage, the line adjustments for net and gross adjustments are unavoidable in excess of recommended percentages. Comparables selection was mandated by extremely limited comparable sales data.

Due to the lack of sales of similar site size the search for the subjects comps has been expanded outside the subjects neighborhood in competing Kittitas county area markets. The search for the subject comps has been expanded to include all of Kittitas County. Due to the lack of sales the search for the subjects comps has been expanded to the previous 7 years. After extensive research the appraiser was unable to bracket the subjects acreage. All of the subject comps have been \$4,000 per acre. The \$4,000 per acre adjustment is based on the sale price per acres of the similar comps in the subject Kittitas County area market. The subject is being appraised not as a single family building site but as its current highest and best use as pastoral land. The most weight has been placed on comp #1 as it is the most recent sale and is the most similar to the subject. MLS photos have been used for comp #5 and #6 due to private access and no trespassing signs.

Reconciliation Comments: As this is a land appraisal the cost and income approaches have not been used to arrive at an opinion of value for the subject. This report is for the lending institution noted only. No third party use of this report has been authorized.

This appraisal is made  "as is", or  subject to the following conditions or inspections: This report has no conditions or requirements made of the subjects report.

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:

Opinion of Market Value: \$ 1,300,000 as of: 05/25/2012, which is the date of inspection and the effective date of this appraisal.

## LAND APPRAISAL REPORT

## PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s):  Detached;  Attached:  
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project: \_\_\_\_\_

Total number of phases: \_\_\_\_\_

Total number of units: \_\_\_\_\_

Total number of units sold: \_\_\_\_\_

Total number of units rented: \_\_\_\_\_

Total number of units for sale: \_\_\_\_\_

Data sources: \_\_\_\_\_

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion: \_\_\_\_\_Does the project contain any multi-dwelling units?  Yes  No Data Source: \_\_\_\_\_Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion: \_\_\_\_\_

Describe common elements and recreational facilities: \_\_\_\_\_

## CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value (impact on the overall value of the site). This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this report is the lender/client identified within the appraisal report.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. (Source: DCC, OYS, FRS, & FDIC joint regulations published June 7, 1994)

\*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

- The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
- The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

- I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in fact and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
- I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
- I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
- I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
- I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- I have knowledge and experience in appraising this type of property in this market area.
- I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

**LAND APPRAISAL REPORT**

**CERTIFICATIONS AND LIMITING CONDITIONS (continued)**

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**SIGNATURES**

**APPRAISER**

Signature: 

Name: Jason E Ray

Company Name: Ray Appraisal Services

Company Address: PO Box 501  
Yakima, WA 98907

Telephone Number: (509) 965-8749

Email Address: Jason@Rayappraisals.com

Date of Signature and Report: 06/15/2012

Effective Date of Appraisal: 05/25/2012

State Certification #: 1702861

or State License #: \_\_\_\_\_

or Other (describe): \_\_\_\_\_ State #: \_\_\_\_\_

State: WA

Expiration Date of Certification or License: 10/30/2012

**ADDRESS OF PROPERTY APPRAISED**

NKA Hungry Junction Rd  
Ellensburg, WA 98926

APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,380,000

**LENDER/CLIENT**

Name: \_\_\_\_\_

Company Name: Rod & Laurie Van de Graaf

Company Address: 1961 Midvale Rd  
Sunnyside, WA 98944

Email Address: \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date of Certification or License: \_\_\_\_\_

**SUBJECT PROPERTY**

Did not inspect subject property

Did inspect exterior of subject property from at least the street

Date of Inspection: \_\_\_\_\_

**COMPARABLE SALES**

Did not inspect exterior of comparable sales from street

Did inspect exterior of comparable sales from street

Date of Inspection: \_\_\_\_\_





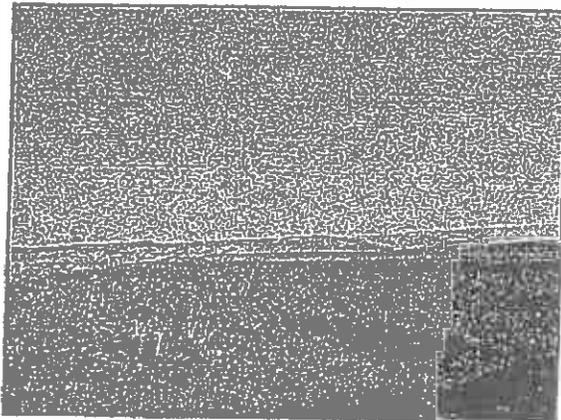
### Subject Photo Page

Borrower/Client	Rod & Laurie Van de Graaf		
Property Address	NKA Hungry Junction Rd		
CITY	Ellensburg	County	Kittitas
Lender	Rod & Laurie Van de Graaf	State	WA
		Zip Code	98926

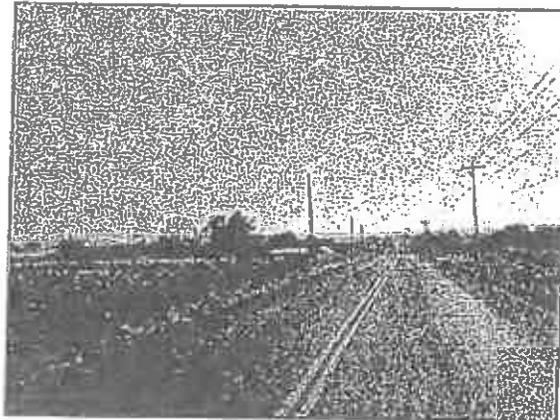


#### Subject Front

NKA Hungry Junction Rd  
Sales Price MKI Analysis  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location Rural  
View Territorial  
Site 339.95  
Quality  
Age



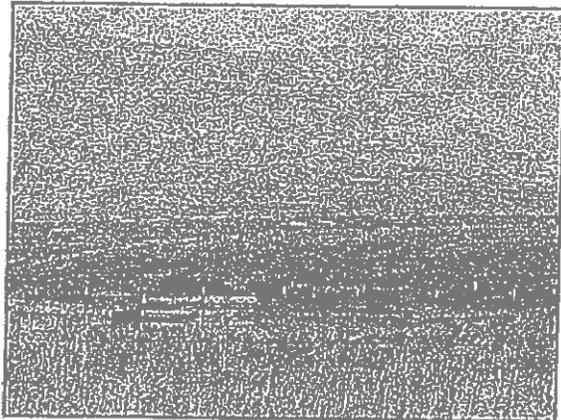
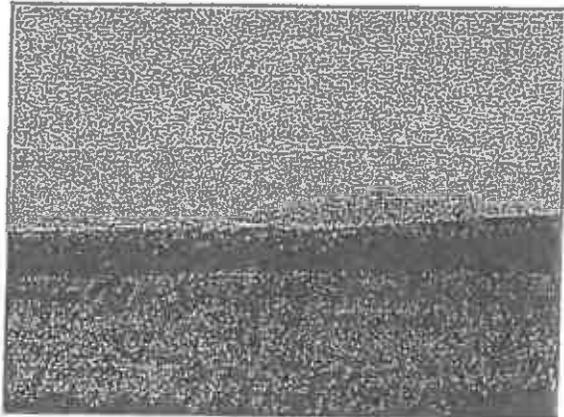
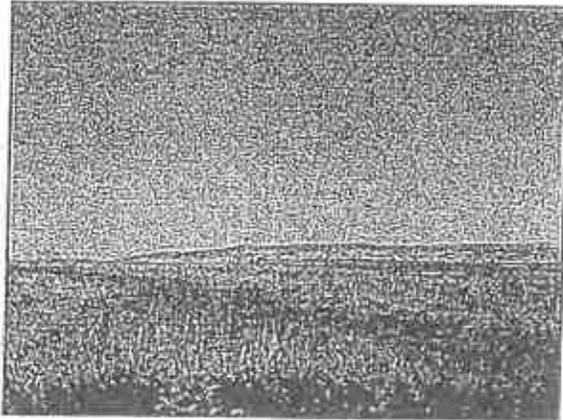
#### Subject Rear



#### Subject Street

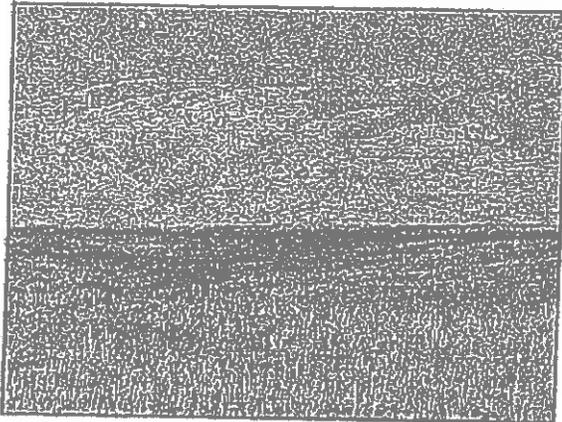
### Photograph Addendum

Donor/Client	Rod & Laurie Van de Graaf						
Property Address	NKA Hungry Junction Rd						
City	Ellensburg	County	Kittitas	State	WA	Zip Code	98926
Lender	Rod & Laurie Van de Graaf						



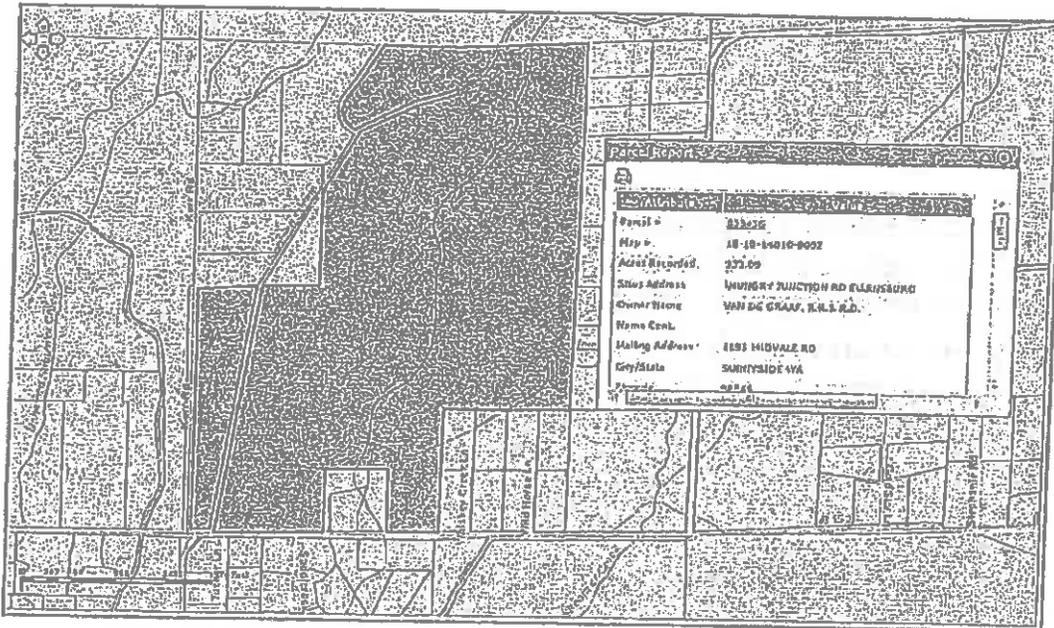
### Photograph Addendum

Borrower/Client	Rod & Laurie Van de Graaf		
Property Address	NKA Hungry Junction Rd		
City	Ejlsburg	County	Kittitas
Lender	Rod & Laurie Van de Graaf	State	WA
		Zip Code	98926



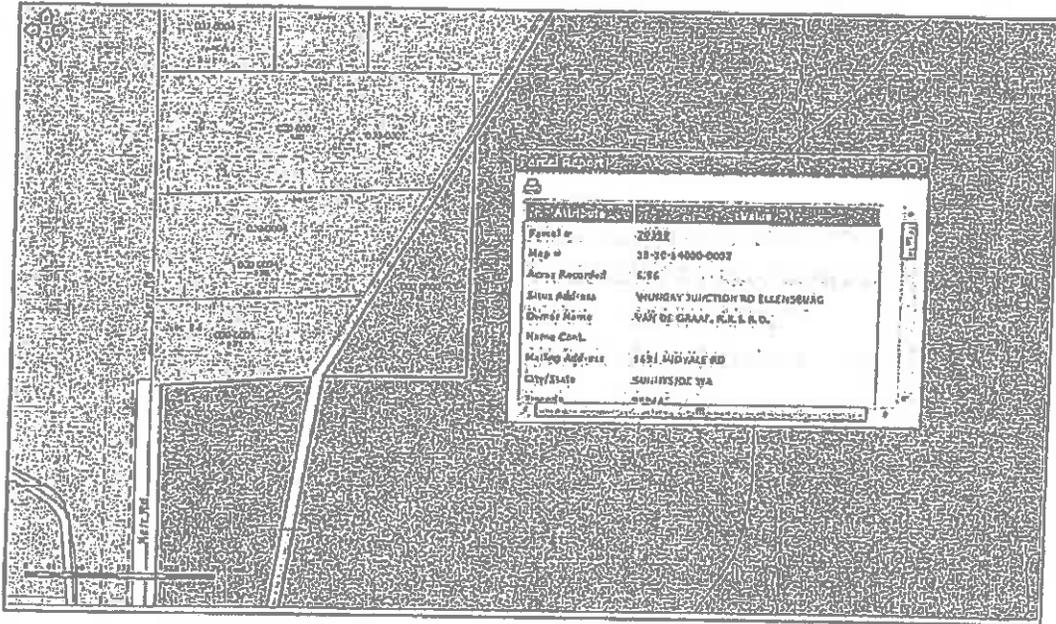
### Plat Map

Borrower/Client	Rod & Laurie Van de Graaf		
Property Address	NKA Hungry Junction Rd		
City	Ellensburg	County	Kittitas
Lender	Rod & Laurie Van de Graaf	State	WA
		Zip Code	98926



## Plat Map

Borrower/Client	Rod & Laurie Van de Graaf			
Property Address	NKA Hungry Junction Rd			
City	Ellensburg	County	Kittitas	State WA Zip Code 98926
Lender	Rod & Laurie Van de Graaf			



**Legal Description Map**

Borrower/Client	Rod & Laurie Van de Graaf		
Property Address	NKA Hungry Junction Rd		
City	Eitenburg	County	Kittitas State WA Zip Code 98926
Lender	Rod & Laurie Van de Graaf		

Parcel Information	
Parcel Number:	835436
Map Number:	18-18-14010-0002
Situs:	HUNGRY JUNCTION RD EITENBURG
Legal:	ACRES.333.09, CD.38439-A; SEC. 14; TWP. 18; RGE. 18; W1/2 NE1/4; PT1 E1/2 NW1/4; ALL SW1/4 EXC; TAX 1; NW1/4 SE1/4;

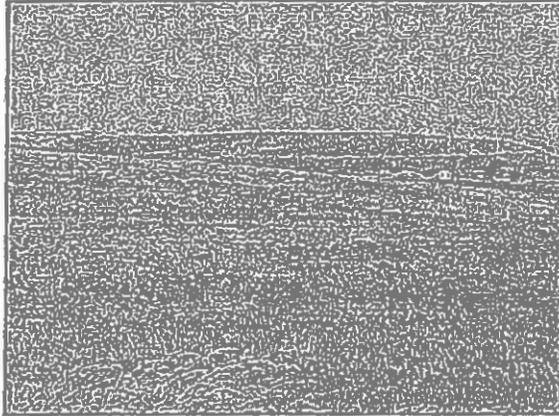
## Legal Description Map

Borrower/Client	Rod & Laurie Van de Graaf			
Property Address	NKA Hungry Junction Rd			
City	Ellensburg	County	Kittitas	State WA Zip Code 98926
Lender	Rod & Laurie Van de Graaf			

Parcel Information	
Parcel Number:	20588
Map Number:	12-18-14000-0002
Situa:	HUNGRY JUNCTION RD ELLENSBURG
Legal:	ACRES 6.86; SEC 14, TWP 18, RGE 18 PTH SW 1/4 NW 1/4 TAX 3

**Comparable Photo Page**

Buyer/Client	Rod & Laurie Van de Graaf		
Property Address	NKA Hungry Junction Rd		
City	Effensburg	County	Kittitas
		State	WA
		Zip Code	98926
Lender	Rod & Laurie Van de Graaf		



**Comparable 1**

NKA Carroll Rd  
 Prox. to Subject 10.24 miles SE  
 Sale Price 630,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Rural  
 View Territorial  
 Site 153.00  
 Quality  
 Age



**Comparable 2**

NKA Camozzy Rd  
 Prox. to Subject 9.53 miles SE  
 Sale Price 1,050,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Rural  
 View Territorial  
 Site 170.41  
 Quality  
 Age

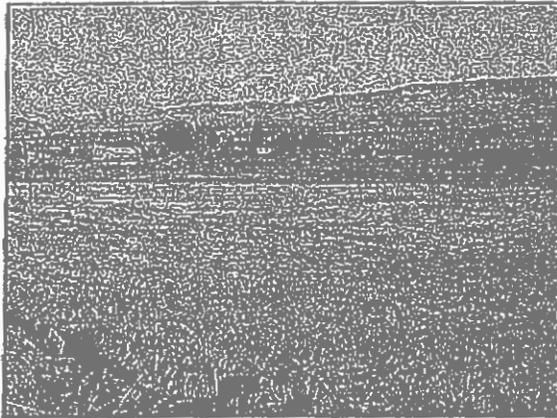


**Comparable 3**

NKA Vantage Highway  
 Prox. to Subject 18.18 miles E  
 Sale Price 500,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Rural  
 View Territorial  
 Site 197.35  
 Quality  
 Age

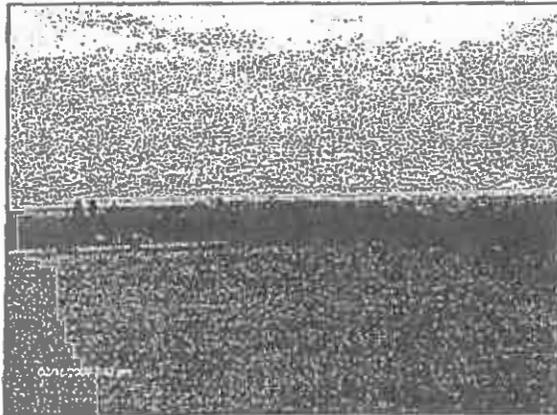
## Comparable Photo Page

Borrower/Client	Rod & Laurie Van de Graaf		
Property Address	NKA Hungry Junction Rd		
City	Ellensburg	County	Kittitas
Lender	Rod & Laurie Van de Graaf	State	WA
		Zip Code	98926



## Comparable 4

NKA Kaynor Rd  
 Prox. to Subject 12.10 miles SE  
 Sales Price 625,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Rural  
 View Territorial  
 Site 71.20  
 Quality  
 Age



## Comparable 5

10500 Reecer Creek Rd  
 Prox. to Subject 3.31 miles NW  
 Sales Price 330,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Rural  
 View Territorial  
 Site 73.60  
 Quality  
 Age



## Comparable 6

NKA Robinson Canyon Rd  
 Prox. to Subject 7.05 miles W  
 Sales Price 1,050,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Rural  
 View Territorial  
 Site 313.00  
 Quality  
 Age

**Comparable Photo Page**

<b>Borrower/Client</b>	Rod & Laurie Van de Graaf			
<b>Property Address</b>	NKA Hungry Junction Rd			
<b>City</b>	Ellensburg	<b>County</b>	Kittitas	<b>State</b> WA <b>Zip Code</b> 98926
<b>Lender</b>	Rod & Laurie Van de Graaf			

**Comparable 7**

NKA Secret Canyon Rd  
 Prox. to Subject 12.77 miles E  
 Sales Price 423,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Rural  
 View Territorial  
 Site 101.38  
 Quality  
 Age

**Comparable 8**

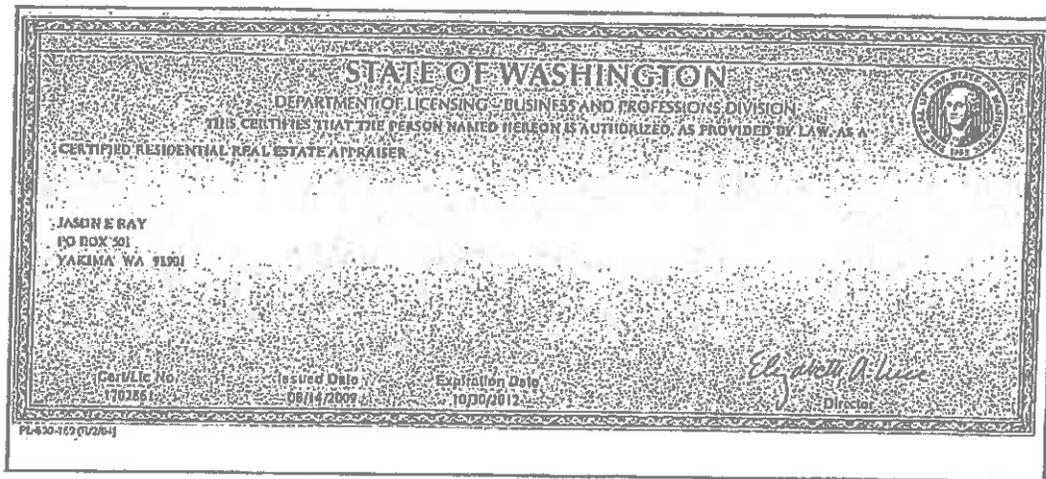
Prox. to Subject  
 Sales Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age

**Comparable 9**

Prox. to Subject  
 Sales Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age

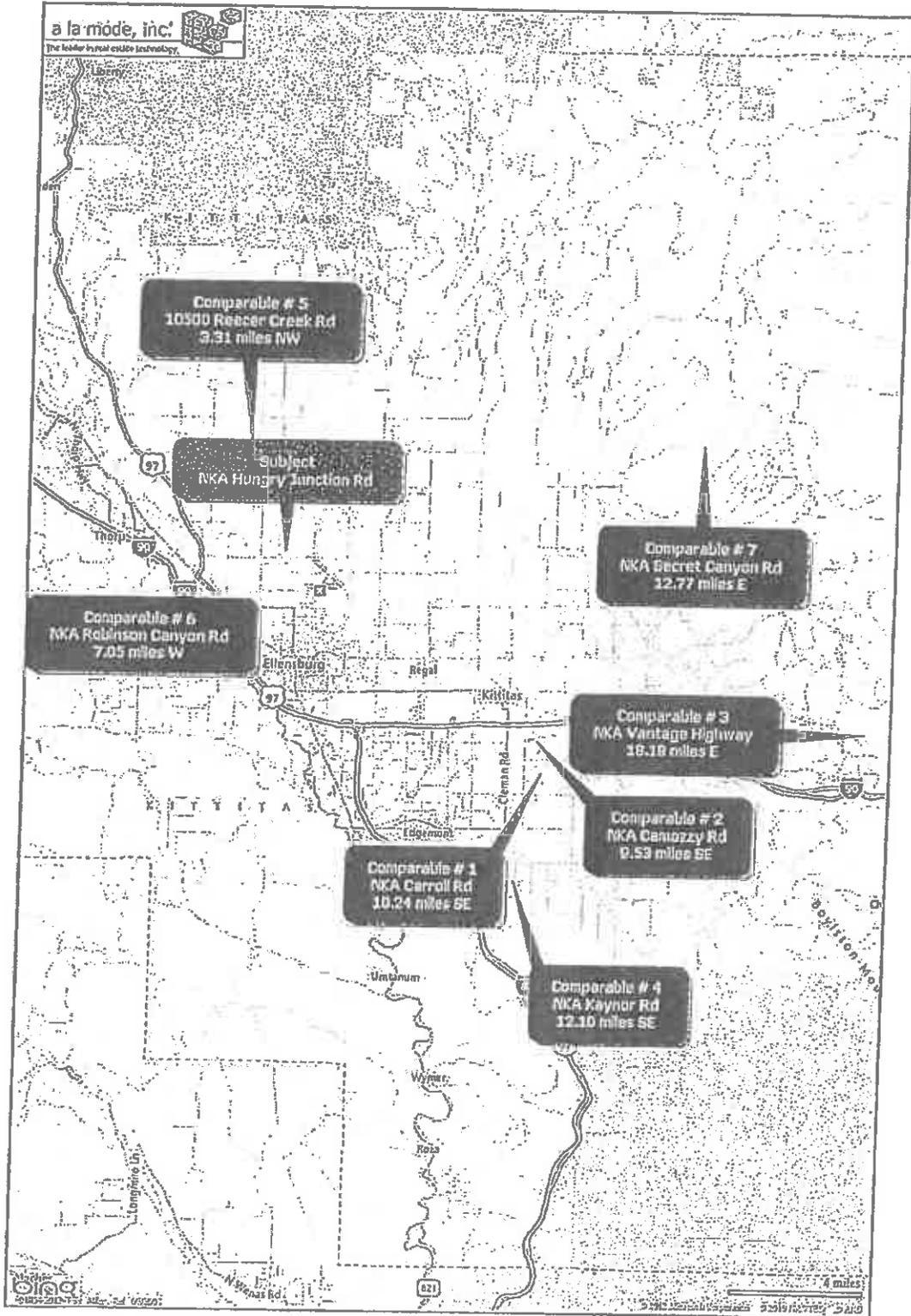
### Appraisal License

Borrower/Client	Rod & Laurie Van de Graaf		
Property Address	NKA Hungry Junction Rd		
City	Ellensburg	County	KNOWLES
Lender	Rod & Laurie Van de Graaf		State WA Zip Code 98926



### Location Map

Borrower/Client	Rod & Laurie Van de Graaf		
Property Address	NKA Hungry Junction Rd		
City	Ellensburg	County	Kittitas
Lender	Rod & Laurie Van de Graaf	State	WA
		Zip Code	98926



**SMITH GOODFRIEND, PS**

**February 06, 2019 - 1:25 PM**

**Transmittal Information**

**Filed with Court:** Court of Appeals Division III  
**Appellate Court Case Number:** 36122-5  
**Appellate Court Case Title:** In re the Marriage of Lori Van de Graaf and Rod D. Van de Graaf  
**Superior Court Case Number:** 11-3-00982-6

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