

63479-8

63479-8

NO. 63479-8

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

RHINARD G. ROBBINS, as PERSONAL REPRESENTATIVE
OF THE ESTATE OF BENJAMIN W. ROBBINS, DECEASED,
and DALE R. LEISCHNER
Appellants,

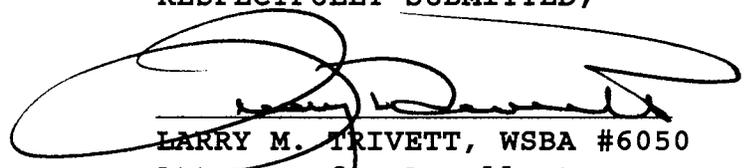
v.

SHARON NIELSON, as GUARDIAN OF THE PERSON
AND ESTATE OF MARVEL F. ROBBINS
Respondent.

FILED
COURT OF APPEALS
STATE OF WASHINGTON
2009 SEP 22 AM 10:59

APPELLANTS' BRIEF

RESPECTFULLY SUBMITTED,



LARRY M. TRIVETT, WSBA #6050
Attorney for Appellant
5010 Grove Street
Marysville, Washington 98270
(360) 659-8282

ORIGINAL

TABLE OF CONTENTS

	<u>Page</u>
I. <u>ASSIGNMENTS OF ERROR</u>	1
II. <u>INTRODUCTION</u>	1
III. <u>STATEMENT OF CASE</u>	3
IV. <u>APPELLANTS' ARGUMENT</u>	14
A.) The Court Erred When It Granted Summary Judgment, And The Ruling Is Reviewed <i>De Novo</i>	14
B.) The Rule of <i>Martin v. Seigel</i> Is Strict, But Exceptions To The Rule Are Applicable To This Case.....	17
C.) A Mutual Mistake And/Or Scrivener's Error Occurred, And The Deeds Are Subject To Reformation.....	19
D.) <i>Marvel's</i> Conveyances To Ben Were Supported By Valuable Consideration.....	25
E.) Parol Evidence Is Admissible To Show Mutual Mistake, Scrivener's Error, Or Ambiguity.....	27
F.) A Number Of Exceptions To The <i>Martin</i> Rule Are Applicable	28

G.) Extrinsic Evidence Is Permitted
To Explain A Ambiguity Within A
Deed 29

H.) The Deed Legal Descriptions Are
Made Valid By Reference To
Related Documents..... 30

V. CONCLUSION..... 34

VI. APPENDIX..... vii

TABLE OF AUTHORITIES

Aust v. Bridges,
17 Wn. App. 554, 555, 564 P.2d 1167
(1977)..... 26

Barker v. Advanced Silicon Materials, LLC,
(ASIMI), 131 Wash. App. 616, 624, 128 P.3d
633 (2006)..... 15

Berg v. Ting,
125 Wn. 2d 544, 554, 886 P.2d 564
(1995)..... 21

Bergstrom v. Olson,
39 Wn. 2d 536, 543, 236 P.2d 1052
(1951)..... 16,17, 22,25,27

Bingham v. Sherfey,
38 Wn. 2d 886, 234 P.2d 489
(1951)..... 30,31

Booten v. Peterson,
34 Wn. 2d 563, 567, 209 Wn. 2d 349
(1949)..... 34

Brown v. City of Bremerton,
69 Wash. 474, 476-477, 125 P. 785
(1912)..... 29

City of Centralia v. Miller,
31 Wn. 2d 417, 425, 197 P.2d 244
(1948)..... 31,33

Crow v. Crow,
66 Wn. 2d 108, 110, 401 P.2d 328
(1965)..... 26

Dixon v. City of Bremerton,
25 Wn. 2d 508, 171 P.2d 243
(1946)..... 33

<i>Fletcher v. Gier</i> , 7 Wash.App. 221, 498 P.2d 920 (1972).....	19
<i>Gossett v. Farmers Insurance Co.</i> , 133 Wn. 2d 954, 973, 948 P.2d 1264 (1997).....	16
<i>Halbert v. Forney</i> , 88 Wn. App. 669, 673, 945 P.2d 1137 (1997).....	14,23,24
<i>Harris v. Ski Park Farms, Inc.</i> , 120 Wn. 727, 737, 844 P.2d 1006 (1993).....	14
<i>Home Realty Lynnwood, Inc. v. Walsh</i> , 146 Wn. App. 189 P.3d 253 (2008).....	19,20
<i>In re Estate of Bergau</i> , 103 Wn. 2d 431, 436, 692 P.2d 703 (1985).....	29
<i>In re Sego</i> , 82 Wn. 2d 736, 739, 513 P.2d 831 (1973).....	16
<i>Kaufman v. Woodard</i> , 24 Wn. 2d 264, 270, 163 P.2d 606 (1945).....	21
<i>Key Design Inc. v. Moser</i> , 138 Wash.2d 875, 881, 983 P.2d 653, 993 P.2d 900 (1999).....	18
<i>Knight v. American Nat'l Bank</i> , 52 Wn. App. 1, 756 P.2d 757 (1988).....	32
<i>Kuyper v. Dep't of Wildlife</i> , 79 Wn. App. 792, 739, 904 P.2d 793 (1995).....	15

<i>Leonard v. Washington Emp., Inc.</i> , 77 Wn.2d 271, 279, 461 P.2d 538 (1970).....	17
<i>Lofberg v. Viles</i> , 39 Wn. 2d 493, 498, 236 P.2d 768 (1951).....	19,21
<i>Malacky v. Scheppler</i> , 69 Wn. 2d 422, 425, 419 P.2d 147 (1965).....	26
<i>Martin v. Seigel</i> , 35 Wn. 2d 223, 229, 212 P.2d 107 (1949).....	18,19,20,28
<i>Maxwell v. Maxwell</i> , 12 Wash.2d 589, 593, 123 P.2d 335 (1942).....	23,28,29
<i>McAlmond v. City of Bremerton</i> , 60 Wash.2d 383, 384, 374 P.2d 181 (1962).....	34
<i>Mulkey v. Spicer</i> , 202 Ga. 592, 595, 43 S.E. 2d 661 (1947).....	23
<i>Oltman v. Holland Line USA, Inc.</i> , 163 Wash.2d 236, 243, 178 P.3d 981 (2008).....	15
<i>Ontario Land Co. v. Yordy</i> , 44 Wash. 239, 243, 87 P. 257 (1906).....	33
<i>Pardee v. Jolly</i> , 163 Wash.2d 558, 567, 182 P.3d 967 (2008).....	18
<i>Platts v. Arney</i> , 46 Wn. 2d 122, 278 P.2d 657 (1955).....	18,23

<i>Ranger Ins. Co. v. Pierce County</i> , 164 Wash.2d 545, 192 P.3d 886 (2008).....	16
<i>Renz v. Spokane Eye Clinic, P.S.</i> , 114 Wash.App. 611, 623, 60 P.3d 106 (2002).....	15,16
<i>Saterlie v. Lineberry</i> , 92 Wn. App. 624, 628, 926 P.2d 863 (1998).....	22,24,25
<i>Silbon v. Pacific Brewing & Malting Co.</i> , 72 Wash. 13, 14, 129 P. 581 (1913).....	21
<i>Snyder v. Peterson</i> , 62 Wn. App. 522, 527, 814 P.2d 1204 (1991).....	22,23,26,28
<i>Tenco, Inc. v. Manning</i> , 59 Wash.2d 479, 483, 368 P.2d 372 (1962).....	17,18,20,22,23,28,31
<i>Thomas v. Nelson</i> , 35 Wash. App. 868, 871, 670 P.2d 682 (1983).....	30
<i>Turpen v. Johnson</i> , 26 Wn. 2d 716, 175 P.2d 495 (1946).....	31
<i>Vavrek v. Parks</i> , 6 Wash.App. 684, 495 P.2d 1051 (1972).....	19,20
<i>Wilhelm v. Beyersdorf</i> , 100 Wn. App. 836, 843-844, 999 P.2d 54 (2000).....	24
<i>Wilson v. Steinbach</i> , 98 Wn. 2d 434, 437, 656 P.2d 1030 (1982).....	15

Wingard v. Pierce County, 23 Wn. 2d 296, 304, 160 P.2d 1009 (1945).....	33
York v. Wahkiakum Sch. Dist. No. 200, 163 Wn. 2d 297, 302, 178 P.3d 995 (2008).....	14

OTHER AUTHORITY

CR 56(c).....	14
18 Wash. Prac., Real Estate #13.6 (2d ed - 2009).....	33
18 Wash. Prac., Real Estate #13.3 (2d ed.) (2009).....	18,24
66 Am. Jur. 2d, Reformation of Instruments, #114 (2005).....	27
17 Wash. Prac., Real Estate #7.9 (2d ed. 2009).....	29
RCW 82.45.090(1).....	32
RCW 82.46.060.....	32
RCW 84.40.160.....	31
WAC 458-61A-102(1).....	32
WAC 458-61A-303	32

I. ASSIGNMENTS OF ERROR

A. THE COURT ERRED IN GRANTING SUMMARY JUDGMENT IN FAVOR OF RESPONDENT ON THE GROUND THAT THE LEGAL DESCRIPTIONS RENDERED THE DEEDS VOID.

B. THE COURT ERRED IN RULING THAT THE DEEDS SHOULD NOT BE REFORMED.

C. THE COURT ERRED WHEN IT HELD THAT NO SCRIVENER'S ERROR OCCURRED.

D. THE COURT ERRED WHEN IT HELD THAT MARVEL'S CONVEYANCES TO BEN WERE A GIFT, AND NOT SUPPORTED BY CONSIDERATION.

E. THE COURT ERRED WHEN IT DID NOT ADMIT PAROL EVIDENCE TO EXPLAIN THE AMBIGUITIES CONTAINED WITHIN THE DEED LEGAL DESCRIPTIONS.

F. THE COURT ERRED WHEN IT HELD THAT THE DEEDS AND REAL ESTATE EXCISE TAX AFFIDAVITS WERE NOT RELATED DOCUMENTS.

II. INTRODUCTION

This an appeal from the entry of a summary judgment order. The primary issue involves the validity of the legal descriptions contained within two (2) different deeds granted by Marvel F. Robbins (herein "Marvel") to her son, Benjamin W. Robbins (herein "Ben") in 1986. Appendix A-1

and B-1 On March 18, 2008, Respondent, Sharon Nielson, as guardian for Marvel F. Robbins (herein "Nielson"), filed a petition against appellants, Rhinard G. Robbins, in his capacity as personal representative of Ben's estate, and Dale R. Leischner (herein collectively "Robbins"). *CP Vol. III, 410-476*. In her petition, Nielson alleged various acts of misconduct on Ben's part, and sought to quiet title to the property previously conveyed by Marvel to Ben.

On April 10, 2008, Robbins filed "Defendants' Response To Petition For Order To Show Cause, and Cross-Claim For Reformation Of Deeds" *CP Vol. II, 380-397*. Within the response, Robbins denied Nielson's allegations, and affirmatively requested that the deed legal descriptions be reformed to reflect the "mutual intention" of Marvel and Ben. *CP Vol. II, 396-397*. During the pendency of the proceeding, all of Nielson's claims, except that for the quiet title claim, were dismissed. *CP Vol. II, 275-276*.

On January 30, 2009, Nielson filed a Motion for Summary Judgment. (*CP Vol II, 250-267*). On

February 11, 2009, Robbins filed a Response and Cross Motion for Summary Judgment. (CP Vol I, 154-174). On February 27, 2009, both Nielson's and Robbins' summary judgment motions were heard before the Honorable Ronald Castleberry. At the conclusion of the hearing, the court granted Nielson's motion for summary judgment and denied Robbins' cross-motion. CP Vol. I, 44-46. On March 9, 2009, Robbins filed a Motion For Reconsideration, which was denied by the court on April 9, 2009. CP Vol I, 28-42. On May 6, 2009, the court entered a final order quieting title to the subject property in Marvel. CP Vol I, 16-18. On March 8, 2009, Robbins timely filed a Notice of Appeal to this court. CP Vol I, 8-15.

III. STATEMENT OF THE CASE

A.) Opening Statement: The relevant, and undisputed facts in this proceeding are rather straightforward. This appeal arises out of the 1986 conveyance by Marvel to Ben of the real property generally located at 9401 Grandview Road, Arlington, Snohomish County, Washington (herein "the Property"). Marvel conveyed the Property to

Ben by means of two (2) Quit Claim Deeds, dated October 9, 1986. Ben passed away on January 5, 2008, and it was then first discovered that the deeds' legal descriptions were incomplete. CP Vol. I, 91, lines 4-5; CP Vol. I, 118; CP Vol. I, 126; Appendix A-1 and B-1.

B.) Marvel's Ownership of Property: Marvel and her husband, Benjamin P. Robbins, acquired the Property pursuant to a deed dated June 7, 1966, and subsequently recorded on April 21, 1976, under Snohomish County Auditor's File No. 76042101054. CP Vol. I, 136. Marvel's husband passed away in December, 1977. CP Vol. I, 95, lines 10-11. The Property was the only real estate owned by Marvel. CP Vol. I, 91, lines 2-3.

C.) Marvel and Ben's Agreements: Marvel was the mother of nine (9) children, one (1) of whom was Ben. CP Vol. II, 329, line 11. After her husband's death, Marvel's sole source of income was minimal monthly Social Security benefits. CP Vol. II, 332, lines 8-21. Marvel was a spendthrift and, following her husband's death, incurred substantial debt that she was unable to pay. CP Vol. II, 331,

lines 19-23. By 1986, Marvel owed credit card debt, and other obligations she had incurred of some \$20,000.00. CP Vol. I, 90, lines 14-16. Ben was Marvel's only child either willing, or able to provide financial support and care to Marvel. CP Vol. II, 331, lines 15-18. Ben was a man of character, who had placed his mother's interests above his own. CP Vol. I, 93, lines 13-17; CP Vol. I, 99, lines 8-14.

Commencing prior to his father's death, Ben paid the real estate taxes on the Property. CP Vol. I, 188, lines 6-7; CP Vol. III, 445, lines 6-7. To assist Marvel, Ben moved onto the Property in the early 1980's. CP Vol. III, 445, lines 5-6; CP Vol. II, 331, lines 24-25. Once Marvel and Ben began residing together, Ben paid all of Marvel's debts. CP Vol. II, 331, line 25; CP Vol. II, 332, line 3. In consideration of Ben's assistance, Marvel and Ben agreed that she would convey the Property to Ben, and he would continue to provide financial assistance and care for her. CP Vol. I, 90, lines 16-19; CP Vol. III, 445, lines 8-10.

The existence of Marvel and Ben's agreement was well-known among the Robbins' children and others. On many occasions, Marvel affirmed the agreement between Ben and herself. CP Vol. II, 332, line 25; CP Vol. II, 332, line 25; CP Vol. II, 333, lines 3-7. The terms of the agreement between Marvel and Ben is supported by the declaration testimony of several of the Robbins' children. Marvel's son, Rhinard Robbins, testified:

"My brother Ben has taken care (sic) of our mother since our father passed away. He moved in with her in the early 80's. He has paid the property taxes on the property since before our father passed away. Some time (sic) in the 80's my mother signed the place over to Ben. She told me it was because of the things Ben has done for her kike (sic) paying off all her debt and property taxes for years and that she could live out the rest of her life with him on the property. Ben has seen to all her health care, clothing and regular visits to the hair salon." CP Vol. III, 445, lines 5-10; CP Vol. I, 188, lines 5-10.

"By 1986, our mother owed some \$20,000.00 on credit cards and other debt she had incurred. On several occasions, our mother stated to both my siblings and myself that she had transferred the Arlington Property to Ben in consideration for his payment of her

debts, and other financial assistance he was providing to her. My mother was able to survive wholly because of Ben's financial assistance and other assistance he provided to her." CP Vol. I, 90, lines 14-21.

Marvel's daughter, Sharon M. Hill, testified:

"Our mother gave Ben the family home in 1986 with the verbal agreement that she had a home there for the rest of her life and that he would take care of her for the rest of her life." CP Vol. III, 470, lines 18-20.

Marvel's son, Anthony Robbins, testified:

"Ben has been living with our mother, taking care of her, and helping her for over twenty years. Mother and Ben made an agreement when he moved to 9401 Grandview Rd in Arlington, WA; that he would take care of the property and manage things for her. I do not know all the details of their agreements as it was between Mom and Ben. But I have been involved in conversations when the subject has come up and Mother has always said that, the arrangement was what she wanted." CP Vol. III, 464, lines 8-14.

D.) Marvel's Conveyances To Ben: On October 9, 1986, Marvel conveyed the Property to Ben by means of two (2) "QUIT-CLAIM DEEDS (Statutory Form)" (herein "the Deeds"). Appendix "A-1" and "B-1". CP Vol. I, 118; CP Vol. I, 126. Marvel signed each of the Deeds in the presence of a

Notary Public, and "...acknowledged that she signed the same as her free and voluntary act and deed...". *CP Vol. I, 118; CP Vol. I, 126.* Each of the Deeds identified the Property as being situated in Snohomish County, Washington. *CP Vol. I, 118; CP Vol. I, 126.* As identified below, the metes and bounds descriptions of each Deed omitted one or more details to make the legal descriptions complete.

E.) Deed Legal Descriptions: The Deed legal descriptions were written based upon the "abbreviation method" utilized by the Snohomish County Assessor to legally describe the Property for "tax purposes". *CP Vol. II, 314, lines 3-12.*

For clearness, the correct and incomplete legal descriptions are set out below, with the omitted portions shown in "bold". Marvel's conveyances of the Property to Ben were:

1.) TAX PARCEL NO. 133205-1-009-0001: The conveyance of this portion of the Property is set out in Marvel's Quit Claim Deed to Ben, dated October 9, 1986, and recorded on October 13, 1986, under Auditor's File No. 861013020220, which is

known as Snohomish County Assessor's Tax Parcel No. 133205-1-009-0001 (herein "Deed One"). The legal description contained in Deed One was:

"SEC 13 TWP 32 RGE 05 TH PTN SW1/4 DAF
BEG SE COR SD SUB TH W 172 FT TPB TH CONT
W ALG S LN SD SUB 200FT TH N30*05 00W
220FT TH E PLW S LN SD SUB 200FT S30*05
00E TO TPB."

CP Vol. I, 126; Appendix A-1. The correct legal description of the Deed One parcel, and that maintained by the Assessor's office was:

"SEC 13 TWP 32 RGE 05 TH PTN SW1/4 **NE1/4**
DAF BEG SE COR SD SUB TH W 172 FT TPB TH
CONT W ALG S LN SD SUB 200FT TH N30*05
00W 220FT TH E PLW S LN SD SUB 200FT **TH**
S30*05 00E TO TPB."

CP Vol. I, 122 Appendix A-2 and A-3. As evidenced above, Deed One omitted reference to the "NE 1/4", and a "call" to the South. Appendix A-2 and A-3.

2.) TAX PARCEL NO. 133205-1-005-0005: This Deed from Marvel to Ben was, likewise, dated October 9, 1986, and recorded on October 13, 1986, under Auditor's File No. 8610130219, being then known as Snohomish County Tax Parcel No. 133205-1-005-0005 (herein "Deed Two"). The property description contained in Deed Two states:

"SEC 13 TWP 32 RGE 05 RT-38 PTN SW1/4
NE1/4 DAF BEG SE COR TH W ALG S LN 372 FT
TPB TH N30*0500W 200FT TH E200 FT PLW S
LN SD SUB TH N30*05 00W 576FT W 280 FT TH
S 393 FT TO N LN 00".

CP Vol I, 118; Appendix B-1. The correct property description of the Deed Two parcel, and that maintained by the Assessor's office:

"SEC 13 TWP 32 RGE 05 RT-38 PTN SW1/4
NE1/4 DAF BEG SE COR TH W ALG S LN 372 FT
TPB TH N30*0500W 200FT TH E200 FT PLW S
LN SD SUB TH N30*05 00W 576FT **TH W 280 FT**
TH S 393 FT TO N LN 00 CO RD R/W TH SELY
ALG SD N LN CO RD 488 FT TO S LN SD SUB
TH E ALG SD LN 83 FT TO TPB".

CP Vol. I, 116; Appendix B-2. The substantive omission within the description of Deed Two parcel is that it fails to "close." along it's south line.
CP Vol. I, 118; 130, lines 21-24; Appendix B-1.
The parties and the court held that the Assessor tax parcel descriptions accurately describe the Deed One and Two parcel. *CP Vol I, 16-18.*

F.) Real Excise Tax Affidavits Approved:

Prior to recording either of the Deeds, a Real Estate Excise Tax Affidavit (herein "RETA") was required to be prepared and submitted to the County Treasurer for approval. *Appendix "A-3" and "B-3", CP Vol. II, 315, lines 15-20. CP Vol. I, 120, 124.*

Among other matters, each RETA identified Marvel as the Grantor and Ben as the Grantee; identified Ben as the new owner; repeated the same property descriptions contained in Deed One and Deed Two; and *correctly identified the correct Assessor's tax parcel number of the parcel being conveyed*; and were either signed by Marvel or Ben. CP Vol. I, 120, 124; Appendix A-3 and B-3.

The Deeds and each RETA were submitted to the Snohomish County Treasurer for approval. CP Vol. I, 120; CP Vol. 1, 124. The Treasurer's Office approved each RETA and stamped each Deed One and Deed Two with the notation, "NO EXCISE TAX REQUIRED", and hand wrote upon each Deed, *the Treasurer's receipt number for each RETA*. CP Vol. I, 118; CP Vol. I, 126. Once stamped with the Treasurer's Receipt, the Deeds were then recorded with the Auditor's Office on October 13, 1986. CP Vol. 1, 118; CP Vol. I, 126; Appendix A-1 and B-1.

G.) Fulfillment of Agreements: Both prior to, and after October 9, 1986, and continuing for a period of nearly 21 years, Marvel and Ben continued to reside on the Property together. CP Vol. III,

445, lines 5-6; 464, lines 8-9. During this time period, Ben paid a substantial part of Marvel's living expenses, provided care for her, which permitted her to remain living on the Property. CP Vol. I, 93, lines 8-11; 96, lines 19-21. In speaking with her children, Marvel acknowledged and affirmed that Ben owned the Property. CP Vol. I, 90, lines 24-25. Marvel referred to Ben as the owner of the Property. CP Vol. I, 97, lines 15-17. During the period his brother, Dale Robbins, lived on the Property, he paid rent to Ben. CP Vol. I, 97, lines 23-24. Marvel's youngest son, Anthony Robbins, resided on the property from 1996 to 2005, and was involved in conversations with his mother about the Property. CP Vol. III, 464, lines 12-13, 22-23. Marvel always affirmed that the "arrangement" she had with Ben was "what she wanted." CP Vol III, 464, lines 12-14.

H.) Sisters' Actions Concerning Marvel and

Ben: In mid-1998, Ben was diagnosed with bone cancer. CP Vol. I, 99, lines 3-4. Even though his cancer caused him to suffer tremendously, Ben's primary concern was always Marvel's care. CP Vol.

I, 99, lines 7-14.

I.) Ben's Death and Marvel's Status: On November 8, 2007, respondent, Nielson was appointed as the guardian of Marvel's person and estate. CP Vol. III, 454-461. On December 12, 2007, Ben executed his Last Will and Testament, and, thereafter, passed away on January 5, 2008. CP Vol. II, 220; CP Vol. II, 225, line 19. Ben was never married, and resided upon the Property from the early 1980's until his death. CP Vol. I, 93, lines 20-21. After his death, Ben's Will was admitted to probate, and his brother, Rhinard Robbins, was appointed as the personal representative of his estate. CP Vol. II, 328, lines 19-22. Marvel is currently 93 years of age, blind, suffers from "moderate" dementia, and resides in an assisted living facility. CP Vol. II, 251, lines 8-9; 14-15. Not until after Ben's death was any question raised as to his ownership of the Property, or claims asserted that the Deeds were invalid. CP Vol. I, 91, lines 4-6. Herein, as a result of Ben's death, and Marvel's dementia, the lips of both have been sealed.

IV. APPELLANT'S ARGUMENT

A.) THE TRIAL COURT ERRED WHEN IT GRANTED SUMMARY JUDGMENT, AND THE RULING IS REVIEWED DE NOVO:

Robbins has appealed the trial court's summary judgment order entered in this cause. Given the evidence presented by Robbins, the trial misconstrued and misapplied applicable summary judgment law in ruling in favor of Nielson. In Washington, there exists myriad case law setting forth the standards to be followed by an Appellate Court on review of a Summary Judgment Order. For purposes of this appeal, the standards to be applied by the court are straightforward.

In this matter, the court's summary judgment ruling is reviewed *de novo*. *York v. Wahkiakum Sch. Dist. No. 200*, 163 Wn. 2d 297, 302, 178 P.3d 995 (2008) On review of a Summary Judgment Order, this court engages in the same inquiry as the trial court. *Harris v. Ski Park Farms, Inc.*, 120 Wn. 727, 737, 844 P.2d 1006 (1993); *Halbert v. Forney*, 88 Wn. App. 669, 673, 945 P.2d 1137 (1997). Under CR 56(c), summary judgment is only appropriate, if

the record contains no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. *Oltman v. Holland Line USA, Inc.*, 163 Wash.2d 236, 243, 178 P.3d 981 (2008). A genuine issue of material fact exists where reasonable minds could differ on the facts controlling the outcome of the litigation. *Wilson v. Steinbach*, 98 Wn. 2d 434, 437, 656 P.2d 1030 (1982).

In reviewing a summary judgment order, all facts submitted and all reasonable inferences from the facts must be construed in the light most favorable to the nonmoving party. *Wilson v. Steinbach, supra*, at 437. Upon a summary judgment motion, the court should not weigh the evidence or assess witness credibility. *Barker v. Advanced Silicon Materials, LLC, (ASIMI)*, 131 Wash. App. 616, 624, 128 P.3d 633(2006). If different competing inferences may be drawn from the evidence, the issue must be resolved by the trier of fact. *Renz v. Spokane Eye Clinic, P.S.*, 114 Wash.App. 611, 623, 60 P.3d 106 (2002); *Kuyper v. Dep't of Wildlife*, 79 Wn. App. 792, 739, 904 P.2d

793 (1995). In a summary judgment proceeding, it is not for the court to decide whether evidence is persuasive. *Renz v. Spokane Eye Clinic, P.S.*, *supra*, at 623-624. A nonmoving party may not rely upon speculation or argumentative averments that claim that no factual issues exists. *Ranger Ins. Co. v. Pierce County*, 164 Wash.2d 545, 192 P.3d 886 (2008).

In ruling upon a summary judgment motion, the trial court is required "...to apply the same standard of proof which will apply at trial." *Gossett v. Farmers Insurance Co.*, 133 Wn. 2d 954, 973, 948 P.2d 1264 (1997). To establish their claims of mutual mistake, and/or scrivener's error, Robbins has the burden to present clear, cogent, and convincing evidence that the mutual mistake or errors occurred. *Bergstrom v. Olson*, 39 Wn. 2d 536, 543, 236 P.2d 1052 (1951). Clear, cogent, and convincing evidence exists when the ultimate fact is shown by the evidence to be "highly probable". *In re Sego*, 82 Wn. 2d 736, 739, 513 P.2d 831 (1973).

As the record demonstrates, Robbins has submitted cogent evidence necessary to establish a prima facie case for reformation of the Deeds' legal descriptions. To this end, Robbins submitted evidence showing: (1) that Marvel and Ben held the identical intention, that the Property would be conveyed to Ben; and (2) that there existed an agreement between Marvel and Ben concerning Marvel's conveyance of the Property; and (3) that the property descriptions contained within the Deeds are materially at variance with that intention (incomplete legal descriptions). *Tenco, Inc. v. Manning*, 59 Wash.2d 479, 483, 368 P.2d 372 (1962); *Bergstrom v. Olson*, *supra*. See also: *Leonard v. Washington Emp., Inc.*, 77 Wn.2d 271, 279, 461 P.2d 538 (1970). Robbins' substantive evidence has been both direct and indirect, and was more than sufficient to shift the burden of proof to Nielson. On her part, Nielson has produced no competent evidence to rebut to rebut Robbins' claims.

B.) THE RULE OF MARTIN V. SEIGEL IS STRICT, BUT EXCEPTIONS TO THE RULE ARE APPLICABLE TO THIS CASE:

Robbins acknowledges that the case of *Martin v. Seigel*, 35 Wn. 2d 223, 229, 212 P.2d 107 (1949) is the controlling authority which defines the requirements of a sufficient legal description in a deed. The court in *Martin*, *supra*, at 229, held:

"In the interests of continuity and clarity of the law of this state with respect to legal descriptions, we hereby hold that every contract or agreement involving a sale or conveyance of platted real property must contain, in addition to the other requirements of the statute of frauds, the description of such property by the correct lot number(s), block number, addition, city, county, and state."

(herein "Martin Rule"). See also: *Pardee v. Jolly*, 163 Wash.2d 558, 567, 182 P.3d 967 (2008); *Key Design Inc. v. Moser*, 138 Wash.2d 875, 881, 983 P.2d 653, 993 P.2d 900 (1999). While a number of post-*Martin* decisions broadly state that a deed containing an incomplete legal description is "void", there does exist a number of exceptions to the *Martin* Rule. See: *Key Design*, *supra*, at 883; 18 Wash. Prac., Real Estate #13.3 (2d ed.) (2009). Among others, exceptions to the *Martin* Rule include: *Tenco v. Manning*, 59 Wn. 2d 479, 485, 368 P.2d 372 (1962) (mutual mistake - obvious error);

Platts v. Arney, 46 Wn. 2d 122, 278 P.2d 657 (1955) (scrivener's error - apparent from the instrument); *Home Realty Lynnwood, Inc. v. Walsh*, 146 Wn. App. 189 P.3d 253 (2008) (related or incorporation of other documents by reference); *Lofberg v. Viles*, 39 Wn. 2d 493, 498, 236 P.2d 768 (1951) (judicial notice); *Vavrek v. Parks*, 6 Wash.App. 684, 495 P.2d 1051 (1972) (ambiguity arising outside of deed); and *Fletcher v. Gier*, 7 Wash.App. 221, 498 P.2d 920 (1972) (part performance). The *Martin Rule* may be strict, but it does not mandate that a court shall "shut it's eyes" to the evidence, or throw "common sense out the window". In this case, the facts establish that the Deeds' legal descriptions should be reformed, or should be held valid under one or more of the *Martin Rule* exceptions.

C.) A MUTUAL MISTAKE AND/OR SCRIVENER'S ERROR OCCURRED, AND THE DEEDS ARE SUBJECT TO REFORMATION:

Robbins has alleged that the incomplete legal descriptions occurred as a result of mutual mistake, and/or scrivener's error. When such claims are made, the facts must be reviewed to

determine whether a mutual mistake, scrivener's error, or other exception to the *Martin Rule*, exists to render the instrument valid. *Tenco v. Manning, supra*, at 485. The *Martin Rule* "...is inapplicable when an erroneous description appears in a document because of a mutual mistake." *Tenco v. Manning, supra*, at 485.

This is not a case where Marvel and Ben simply sought to utilize an "address", or other type of deficient legal description, which did not comply with the Statute of Frauds, or the *Martin Rule* requirements. Rather, whoever drafted the Deeds made an attempt to made to utilize the Assessor's Tax Parcel legal descriptions in the Deeds. See: *Appendix A-1 through A-3, and Appendix B-1 through B-3*. There exists no evidence which would support a claim that Marvel and Ben intended, or otherwise adopted the incomplete legal descriptions to describe the Property. *Home Realty Lynnwood, Inc., supra*, at 189. The legal description is Deed One is complete, except the omission of the "NE 1/4". *CP Vol I, 131, lines 21-22; Appendix A-1*. Deed Two is otherwise complete, but fails to include the

"call", which would have closed the metes and bounds description. CP Vol. I, 130, lines 21-23 Appendix B-1.

In Washington, it has long been the rule that courts have equitable jurisdiction to reform an instrument to "make it express the true agreement" of the parties. *Silbon v. Pacific Brewing & Malting Co.*, 72 Wash. 13, 14, 129 P. 581 (1913). Irrespective of the *Martin Rule*, reformation of an incomplete legal description is a proper remedy. *Berg v. Ting*, 125 Wn. 2d 544, 554, 886 P.2d 564 (1995); *Lofberg*, *supra*, at 498. A defective legal description may be reformed upon the basis of either mutual mistake, or to correct a scrivener's error. *Kaufman v. Woodard*, 24 Wn. 2d 264, 270, 163 P.2d 606 (1945). The goal of reformation is to "effectuate the true intent of the parties by correcting errors in a legal description." *Lofberg*, *supra*, at 498.

A mutual mistake occurs when there exists an identical intention of the parties at the time of execution, and the written document does not

accurately express that intention. *Tenco v. Manning, supra*, at 483; *Bergstrom, supra*, at 542; *Snyder v. Peterson*, 62 Wn. App. 522, 527, 814 P.2d 1204 (1991). In seeking reformation, the party asserting that a mutual mistake occurred, need only:

"...show that they agreed to accomplish a particular object by the instrument and that the instrument, as executed, is insufficient to execute their intention."

Saterlie v. Lineberry, 92 Wn. App. 624, 628, 926 P.2d 863 (1998).

In order for the court to determine whether a deed legal description is valid or invalid, the court must conduct a multi-part analysis. The first step in the analysis process is to determine whether an error in the instrument exists, and whether that error has arisen as a result of mutual mistake, or scrivener's error. This rule is stated in *Tenco v. Manning, supra*, at 485:

"...whether a legal description properly conforms to the requirements of the statute of frauds, however, is inapplicable when an erroneous description appears in a document because of a mutual mistake. 'Until the memorandum document is made to say what

the parties intended it to say, invocation of the Statute of Frauds is premature.'...The document may be reformed to reflect the intention of the parties the test to determine the legality of the description is applied once it is established that the defect was the product of a mutual mistake".
(Citations Omitted)

See also: *Maxwell v. Maxwell*, 12 Wash.2d 589, 593, 123 P.2d 335 (1942). If an insufficient legal description results from a mutual mistake, or scrivener's error, reformation of the deed is appropriate, and application of the Statute of Frauds is "premature". *Tenco, supra*, at 485; *Halbert v. Forney, supra*, at 673; *Snyder, supra* at 528.

Upon review, it is apparent from the Deeds themselves that a scrivener's error has occurred. *Platts v. Arney, supra* @ 128. In this case, there is no substantial evidence before this court as to who prepared the Deeds. However, in *Mulkey v. Spicer*, 202 Ga. 592, 595, 43 S.E. 2d 661 (1947), the court held that "An inadvertent mistake by a scrivener, unknown to the parties, is a mutual mistake as between the parties" and the agreement

is subject to reformation. A contrary expressed view is expressed by the writers in *18 Wash. Prac., Real Estate #13.3 (2d ed. 2009)* Reformation of a deficient legal description is available to correct a scrivener's error. A scrivener's error is essentially a clerical error committed on the part of the party preparing a document. In *Wilhelm v. Beyersdorf*, 100 Wn. App. 836, 843-844, 999 P.2d 54 (2000), the rule pertaining to correction of a legal description resulting from a scrivener's error is stated:

"Reformation was also justified on the basis of a scrivener's error. In the usual case, a deed containing an inadequate legal description may be reformed where the deficiency is due to a mistake by the scrivener. Saterlie v. Lineberry, 92 Wn. App. 624, 628, 962 P.2d 863 (1998); Halbert, 88 Wn. App. at 673, 945 P.2d 1137. The party seeking reformation only has to show that the parties agreed to accomplish a certain objective and that the instrument is insufficient to execute their intention. Saterlie, 92 Wn. App. at 628, 962 P.2d 863."

In this case, the evidence that a scrivener's error has occurred is clear. In the Deeds, the fact that deficient legal descriptions resulted from a mutual mistake or scrivener's error, is

obvious from the record. There exists no evidence to suggest either Marvel or Ben ever knew that the Deeds' legal descriptions were not complete. The fact that Nielson may deny that a mutual mistake occurred, will not deprive Robbins of the right to relief. *Bergstrom, supra*, at 543.

D.) MARVEL'S CONVEYANCES TO BEN WERE SUPPORTED BY VALUABLE CONSIDERATION:

Both the Deeds and RETAS recite that they were granted for "Love and Affection". Appendix A-1, A-3, B-1, and B-3. On the other hand, the evidence is clear that the Deeds were amply supported by adequate consideration, i.e., the agreements entered into between Marvel and Ben. CP Vol. III, 445, lines 5-10; CP Vol. I, 188, lines 5-10; CP Vol III, 470, lines 18-20; CP Vol III, 464, lines 8-14. It is the rule that recitals of consideration in a written instrument are not conclusive, and it is competent to inquire into the true consideration and show, by parol evidence, the real or true consideration. In *Crow v. Crow*, 66 Wn. 2d 108, 110, 401 P.2d 328 (1965), the court states the following rule:

"Proof of the real consideration, or lack of it, is an exception to the general rule that oral or extrinsic evidence cannot be asserted to vary the terms of a written instrument. Recitals of consideration in a written instrument are not conclusive. It is competent to inquire into the consideration and show, by parol evidence, the real or true consideration. It may be shown by parol evidence that the real consideration was greater than that which was expressed in the instrument, or that there was some other consideration in addition to that set forth."

See Also: *Malacky v. Scheppler*, 69 Wn. 2d 422, 425, 419 P.2d 147 (1965); *Aust v. Bridges*, 17 Wn. App. 554, 555, 564 P.2d 1167 (1977).

It is, further, the rule that "nominal consideration" will be sufficient "...to take a deed out of the "unilateral gift exception" to permit reformation of an instrument. *Snyder v. Peterson*, *supra*, at 529. Considering Robbins' evidence, in the "light most favorable" to Robbins, the evidence shows that Marvel transferred the Arlington property to Ben in consideration of Ben's agreement to pay Marvel's debts, which were in excess of \$20,000.00; providing additional financial support and caring for her, and Ben's payment of real estate taxes on the property. CP

Vol. III, 445, lines 5-10; CP Vol. I, 188, lines 5-10; CP Vol III, 470, lines 18-20; CP Vol III, 464, lines 8-14. Nielson has presented no substantial evidence to rebut the foregoing. At the very least, Robbins has submitted sufficient evidence to have the issue of consideration, and the agreements between Marvel and Ben resolved at trial.

E.) PAROL EVIDENCE IS ADMISSIBLE TO SHOW MUTUAL MISTAKE, SCRIVENER'S ERROR, OR AMBIGUITY:

Parol evidence is admissible to show mutual mistake, scrivener's error, or ambiguity within the Deed legal descriptions. *Bergstrom, supra*, at 543. Any contrary approach would cause the parol evidence rule to become an instrument of the very wrong it was designed to prevent. *66 Am. Jur. 2d Reformation of Instruments, #114 (2005)*. Where the "calls" in a deed's metes and bounds description fails to close, parol evidence has been held to be admissible to explain the ambiguity and to identify the land intended to be conveyed. *Maxwell v. Maxwell, supra*, at 593. Additionally, "surrounding circumstances and the situation of the

parties at the time the deed was executed" in concurrence with the deed are factors to be taken into account. *Maxwell v. Maxwell, supra, at 599; Snyder v. Peterson, supra, at 527.* Nielson has provided no verified denials or counter-affidavits to refute the Robbins' evidence. Consequently, Robbins' evidence supports the reformation claims averred in this litigation.

F.) A NUMBER OF EXCEPTIONS TO THE MARTIN RULE ARE APPLICABLE TO THE MARVEL TO BEN DEEDS:

If reformation is not appropriate, the issue then becomes whether or not the Deeds' legal descriptions meet *Martin Rule* requirements. *Tenco v. Manning, supra, at 485; Snyder v. Peterson, supra, at 528.* If the Deed descriptions do not meet the requirements of the *Martin Rule*, the issue becomes whether or not the legal descriptions are valid, or can be made valid under one or more of exceptions recognized by Washington courts. The short answer is that they do.

G.) EXTRINSIC EVIDENCE IS PERMITTED TO EXPLAIN A AMBIGUITY WITHIN A DEED:

The legal descriptions in Deed One and Deed Two contain latent ambiguities. One reviewing the

Deed legal descriptions would not know that an error exists, without comparing the legal descriptions to other ownership records. A "latent ambiguity" is one that is not apparent from the face of a deed. *Maxwell v. Maxwell, supra*, at 589; *In re Estate of Bergau*, 103 Wn. 2d 431, 436, 692 P.2d 703 (1985).

Where a latent ambiguity exists, it is the rule that parol evidence is admissible to explain ambiguity within a deed legal description. *Maxwell v. Maxwell, supra*, At 598-599; *Brown v. City of Bremerton*, 69 Wash. 474, 476-477, 125 P. 785 (1912). One authority states that Washington courts do not make a distinction between latent and patent ambiguities, and that parol evidence is admissible to explain both types of ambiguities contained within a conveyance instrument. See: 17 *Wash. Prac., Real Estate #7.9* (2d ed. 2009).

In *Maxwell v. Maxwell, supra*, at 597, where the legal descriptions did not close, the court held that there existed a latent ambiguity parol evidence was admissible to explain the ambiguity,

and identify the land to be conveyed. Likewise, in *Thomas v. Nelson*, 35 Wash. App. 868, 871, 670 P.2d 682 (1983), extrinsic evidence was allowed to explain the use of a "meander line" as a "call" in a legal description. The rationale for permitting parol evidence in such a case is straightforward. The purpose of such parol evidence is not to contradict the terms of a deed, but to determine what the parties intended. *Vavrek v. Parks*, *supra*, at 690. The Deed legal description omissions are clearly latent ambiguities, and parol evidence is admissible to determine what Marvel and Ben intended. Robbins' evidence shows that Marvel and Ben's intentions were the same, i.e., the Property was to be conveyed to Ben.

H.) THE DEED LEGAL DESCRIPTIONS ARE MADE VALID BY REFERENCE TO RELATED DOCUMENTS:

Washington courts recognize that "incorporation by reference" of related documents may be utilized to provide a correct legal description. In *Bingham v. Sherfey*, 38 Wn. 2d 886, 234 P.2d 489 (1951), the court held that reference to a tax parcel number was adequate

because the County Assessor was statutorily required to maintain the description as a public record: "[A] reference to this public record furnishes the legal description of the real property involved with sufficient definiteness and certainty to meet the requirements of the statute of frauds". *Bingham, supra*, at 889. The court's decision in *Bingham* was based upon RCW 84.40.160, which requires each County Assessor to:

"...make out in the plat and description book in numerical order a complete list of all lands or lots subject to taxation, ...: PROVIDED, That the assessor shall give to each tract of land where described by metes and bounds a number, to be designated as Tax No _____, which said number shall be placed on the tax rolls to indicate that certain piece of real property bearing such number, and described by metes and bounds in the plat and description book herein mentioned,..."

Other similar cases include: *City of Centralia v. Miller*, 31 Wn. 2d 417, 425, 197 P.2d 244 (1948) - reference to tax parcel number; and *Tenco v. Manning*, *supra* - incorporation by reference.

In *Turpen v. Johnson*, 26 Wn. 2d 716, 175 P.2d 495 (1946), even though a deed contained an incorrect metes and bounds property description,

reference within the deed to a tax parcel was held to sufficiently described the property. Similarly, a deed's compliance with the Statute of Frauds is not limited to a single, signed piece of paper, but may be evidenced by several other clearly related documents. See: Knight v. American Nat'l Bank, 52 Wn. App. 1, 756 P.2d 757 (1988).

Herein, each of the Deeds refer to specific RETA's which contain the correct Assessor's tax parcel number of each Property. The Deeds and RETA's are closely related to each other. A deed cannot be recorded without an approved RETA, and a RETA cannot be approved without an accompanying deed. See: RCW 82.45.090(1) and 82.46.060; WAC 458-61A-102(1) and 458-61A-303. Given statutory requirements, there are few documents that could be more closely related to a deed than a RETA. The rule of incorporation by reference is an instance where "extrinsic evidence" is permitted, and is applicable to the Deeds in this case.

I.) THERE EXISTS A STRONG JUDICIAL POLICY THAT DEEDS SHOULD NOT FAIL:

In Washington, there exists a strong policy that a deed should not fail for lack of an adequate

legal description. See: 18 Wash. Prac., Real Estate #13.6 (2d ed - 2009). To this end, a deed will be liberally construed to make it enforceable. *Ontario Land Co. v. Yordy*, 44 Wash. 239, 243, 87 P. 257 (1906). With the above policy and applicable law in mind, it is clear that the Marvel to Ben Deeds are valid. A deed will not be declared invalid for uncertainty, if reference to admissible extrinsic evidence allows determination of the property to be conveyed. *Centralia v. Miller*, *supra*, at 425.

In *Wingard v. Pierce County*, 23 Wn. 2d 296, 304, 160 P.2d 1009 (1945), the property was to be described with such certainty "...so that a person of ordinary intelligence could...locate the property...". In *Dixon v. City of Bremerton*, 25 Wn. 2d 508, 171 P.2d 243 (1946), the "intelligent person" is a land surveyor. In determining whether a legal description complies with the Statute of Frauds, the rule is stated in *Booten v. Peterson*, 34 Wn. 2d 563, 567, 209 Wn. 2d 349 (1949):

"This court has ruled that any description by which the property might be identified by a competent surveyor with reasonable certainty, either with or without the aid of extrinsic evidence, is sufficient."

See also: *McAlmond v. City of Bremerton*, 60 Wash.2d 383, 384, 374 P.2d 181 (1962). Herein, the evidence submitted by Robbins' surveyor, Earl Morriss, together with the documents attached to Mr. Morriss' Declaration, clearly establish that the Property is able to be identified. CP Vol I, 127-151.

V. CONCLUSION

The court's award of summary judgment in favor of Nielsen should be reversed. Based upon the evidence before the court, and applicable law, this court should enter judgment in favor of Robbins and find that Marvel's conveyances to Ben were valid, and that title to the Property should be quieted in Robbins. In the alternative, this court should remand this case back to the Superior Court for trial upon Robbins' claims of mutual mistake, and scrivener's error. The Superior Court should be directed to permit the admission of parol evidence to explain the ambiguities within the Deed legal

descriptions, and to apply other recognized exceptions to the *Martin Rule* as this court may deem applicable to this case. Robbins further requests such other relief as the court deems appropriate in the present circumstances.

RESPECTFULLY SUBMITTED this 21st day of September, 2009.



LARRY M. TRIVETT, WSBA #6050
Attorney for Appellants

APPENDIX

APPENDIX TABLE OF CONTENTS

Quit Claim Deed (10/9/86).....A-1
Snohomish Co. Tax Roll.....A-2
Real Estate Excise Tax Affid.....A-3
Quit Claim Deed (10/9/86).....B-1
Snohomish Co. Tax Roll.....B-2
Real Estate Excise Tax Affid.....B-3

QUIT CLAIM DEED "ONE" A-1

SNOHOMISH CO. TAX ROLL A-2

REAL ESTATE EXCISE TAX AFFID. A-3

QUIT-CLAIM DEED
(Statutory Form)

580

8610130219

THE GRANTOR() Marvel F. Robbins
of 9401 Grandview Rd, City of Arlington
County of Snohomish, Washington, for and in consideration of

Love and Affection
convey s and quit-claim s to Benjamin W. Robbins
of 9401 Grandview Rd

in the City of Arlington, County of Snohomish, State of Washington 98223
all interest in the following described Real Estate:

SEC 13 TWP 32 RGE 05
RT-38 PTN SW1/4 NEL/4 DAF BEG SE COR TH
W ALG S LN 372FT TPB TH N30*0500W 200 FT
TH E 200 FT PLW S LN SD SUB TH N30*05 00W
576 FT W 280 FT TH S 393FT TO N LN 00

NO EXCISE TAX
REQUIRED
15545
OCT 14 1986

KIRKE SIEVERS, Snohomish County Treasurer
By Don Anderson
Deputy

situated in the County of Snohomish, State of Washington.

Dated this 9th day of October, 1986

Marvel F. Robbins
Grantor(s)

RECORDED

1986 OCT 13 PM 2:31

DAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH.

Donny Donichew
DEPUTY

STATE OF WASHINGTON,

County of Snohomish

ss. (Individual Acknowledgment)

I, Don White, Notary Public in and for the State of Washington,
do hereby certify that on this 9th day of October, 1986, personally
appeared before me Marvel F. Robbins
to me known to be the individual described in and who executed the within instrument and
acknowledged that she signed the same as her free and voluntary act
and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9th day of October,
1986.

Don White

My appointment expires: 10-10-89

Notary Public in and for the State of Washington, residing at Everett in said County.

8610130219

138

A17		
PAGE	13,581	
TOTAL PAYMENTS	BALANCE OWING	C
8,120	8,120	
85.42		
137.04		
222.46		
11 PD 50485 FOR 85		
10 PD 111585 FOR 85		
6,370	6,370	
67.01		
13.67		
80.68		
12 PD 50485 FOR 85		
11 PD 111585 FOR 85		
21.60		
21.60		
15 PD 30185 FOR 85		
15 PD 30185 FOR 85		

133205-1-001-0009 TO 133205-1-008-0002										A18
TR3307RT		SNOHOMISH COUNTY						PAGE		13,595
REAL ESTATE TAX ROLL OF DEC 31, 1985										
OWNERSHIP	NAME	CHANGE NR	LEGAL DESCRIPTION	LEVY Y P	TAX	TAXES	TOTAL	BALANCE	C	
	AUDIT	STMT PY		CODE R C TYPE		OWING	PAYMENTS	OWING		
133205-1-001-0009	113396-77	A209000	SEC 13 TWP 32 RGE 05	5094 85T A/V		1,280		1,280		
PACIFIC DENKMANN CO		142	RT-1) E1/2 NE1/4	GEN	13.47	13.47				
PILCHUCK TREE FARM		83400	RF-71 TO CF-84-LIEN 10YRS AF NO	SFFP	21.60	21.60				
5301 GRANDVIEW RD			B410080T55	N TOT	35.07	35.07				
ARLINGTON WA	98223					RECEIPT 300852 PD	50485 FOR 85			
						RECEIPT 358045 PD	111585 FOR 85			
133205-1-002-0008	3-9-83	L821130	SEC 13 TWP 32 RGE 05	1137 85T A/V		9,000		40,020		
DONNELSON ROD G & DIANE			RT-2) W 264FT N 165FT OF FDT S1/2 SW1/4	F TOT	447.18	447.18				
DONNELSON VIOLA H		11101	NW1/4 NE1/4 EXC W 30FT THOF DED SNO CO	1137 84T A/V		9,000		40,020		
29725 91ST AVENUE N E			AKA PTN OF PAR A OF SP-41 (3-82)	F TOT	364.78	364.78				
ARLINGTON WA	98223		AF NO 8207210149							
133205-1-003-0007	113395-77	A209000	SEC 13 TWP 32 RGE 05	5094 85T A/V		3,650		3,650		
PACIFIC DENKMANN CO		142	RT-3) SW1/4 NE1/4 LESS RDS LESS TH PTN	GEN	38.40	38.40				
PILCHUCK TREE FARM		98400	LY S OF CO RD & LESS TH PTN BEG SE COR	SFFP	6.80	6.80				
5301 GRANDVIEW RD			TH W ALG S LN 172FT TPR TH N30+05 00W	N TOT	45.20	45.20				
ARLINGTON WA	98223					RECEIPT 300853 PD	50485 FOR 85			
						RECEIPT 358046 PD	111585 FOR 85			
133205-1-004-0006	251054-77	S702889	SEC 13 TWP 32 RGE 05	1137 85T A/V		24,200		24,200		
HARB JAY & ALICE S			RT-3A) W 296FT OF TH PTN SW1/4 NE1/4 LY	N TOT	8,920	8,920				
5718 26TH N E		11101	S OF CO RD		270.41	270.41				
SEATTLE WA	98105					RECEIPT 75042 PD	51485 FOR 85			
						RECEIPT 207564 PD	110685 FOR 85			
133205-1-005-0005	41923-81	S730802	SEC 13 TWP 32 RGE 05	1137 85T A/V		35,100		35,100		
ROBBINS MARVEL F			RT-3B) PTN SW1/4 NE1/4 DAF BEG SE COR TH	N TOT	12,990	12,990				
9401 GRANDVIEW RD		11101	W ALG S LN 372FT TPR TH N30+05 00W 200FT		392.21	392.21				
ARLINGTON, WA	98223		TH E 200FT PLW S LN SD SUB TH N30+05 00W			RECEIPT 168560 PD	50785 FOR 85			
			576FT TH W 280FT TH S 393FT TO N LN CO			RECEIPT 97521 PD	103085 FOR 85			
			RD R/W TH SELY ALG N LN CO RD 488FT TO							
			S LN SD SUB TH E ALG SD S LN 83FT TO TPR							
133205-1-007-0003	S702889	S702889	SEC 13 TWP 32 RGE 05	1137 85T A/V		23,580		23,580		
HARB JABRA			RT-3C) TH PTN SW1/4 NE1/4 LY S OF CO RD	N TOT	7,740	7,740				
5718 26TH AVE N E		11101	EXC W 296FT THOF		263.48	263.48				
SEATTLE WA	98105					RECEIPT 75043 PD	51485 FOR 85			
						RECEIPT 207565 PD	110685 FOR 85			
133205-1-008-0002	3-9-83	L821130	SEC 13 TWP 32 RGE 05	5094 85T A/V		38,260		38,260		
DONNELSON ROD G & DIANE			S1/2 NW1/4 NE1/4	GEN	402.50	402.50				
DONNELSON VIOLA H		91000	LESS FDT W 264FT N 165FT	SFFP	6.80	6.80				
29725 91ST AVENUE N E			OF S1/2 SW1/4 NW1/4 NE1/4 & LESS SE1/4	F TOT	409.30	409.30				

17		
----	--	--

133205-1-009-0001 TO 133205-1-011-0007										B18
TR3307RT		SNOHOMISH COUNTY						PAGE		13,596

REAL ESTATE EXCISE TAX

CHAPTER 82.45 RCW
CHAPTER 43.01 WAC

This form is your receipt and is required by statute. Pay by cash or certified check to County Treasurer.

PLANS TYPE OF PRINT

THIS APPRAISAL WILL NOT BE ACCEPTED UNLESS ITEMS 1 THROUGH 6 ARE FULLY COMPLETED

SELLER'S GRANTEE	Name: <u>Marvel E Robbins</u>	BUYER GRANTEE	Name: <u>Benjamin W Robbins</u>
	Street: <u>9401 Grandview Rd</u>		Street: <u>9401 Grandview Rd</u>
	City/State: <u>Adelphi WA 98223</u>		City/State: <u>Adelphi WA 98223</u>
NEW OWNER'S PERMANENT ADDRESS FOR ALL PROPERTY TAX RELATED CORRESPONDENCE		ALL TAX PARCEL NUMBERS	
Name: <u>Benjamin W Robbins</u>		<u>133205-1-125-000</u>	
Street: <u>9401 Grandview Rd</u>			
City/State: <u>Adelphi WA 98223</u>			

LEGAL DESCRIPTION OF PROPERTY SITUATED IN UNINCORPORATED SUBURBAN COUNTY OR IN CITY OF _____

SEC 13 TWP 32 RGE 05
N 38' 11" 30' 1/4' NE 1/4 DAF 600 SE COR TH
N ALG 5 LN 572 FT TR TH N 30° 05' 00" W 200
TH E 200 FT PLW 5 LN 50 S 08.7A N 30° 05' 00"
576 FT W 250 FT TH S 393 FT TO N LN 10 W 350'

1. Is this property currently:

	YES	NO
Classified or designated as forest land? Chapter 84.33 RCW	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Classified as current use land (open space, farm and agricultural, or timber)? Chapter 84.34 RCW	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exempt from property tax under special organizations Chapter 84.38 RCW	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Receiving special valuation as historic property under Chapter 84.26 RCW	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. Type of Property: Land only Land with building Land with mobile home Land with mobile home used building

3. Description of personal property included in sale (furniture, appliances, etc.): N/A

4. Type of financing: None

5. Gross Sale Price: 133,205.00

6. Personal Property (deduct) 2/ \$ _____

7. Taxable Sale Price \$ _____

8. Excise Tax State 3/ \$ _____

9. Local 4/ \$ _____

10. Delinquent Penalty 5/ \$ _____

11. Total Tax Due \$ _____

(SEE 1-5 ON REVERSE SIDE)

(1) NOTICE OF CONTINUANCE (RCW) 84.33 or RCW 84.34

If the new owner(s) of land that is classified or designated as current use or forest land wish(es) to continue the classification or designation of such land, the new owner(s) must sign below. If the new owner(s) do(es) not desire to continue such classification or designation, all compensating or additional tax calculated pursuant to RCW 84.33.120 and 140 or RCW 84.34.108 shall be due and payable by the seller or transferor at the time of sale. To determine if the land transferred qualifies to continue classification or designation, the county assessor must be consulted. All new owners must sign.

This land does does not qualify for continuance. DEPUTY ASSESSOR

(2) NOTICE OF COMPLIANCE (Chapter 84.26 RCW)

If the new owner(s) of property with special valuation as historic property wish(es) to continue this special valuation the new owner(s) must sign below. If the new owner(s) do(es) not desire to continue such special valuation, all additional tax calculated pursuant to Chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

AFFIDAVIT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT (see 24 on reverse for penalties).

SIGNATURE: Benjamin W Robbins

NAME (print): BENJAMIN W. ROBBINS

DATE & PLACE OF SIGNING: 10-10-86 Adelphi WA 98223

SPECIFY (circle) grantor grantor's agent / grantee's agent

Address of residence or place of business of person signing (specify): 9401 Grandview Rd Adelphi WA

Telephone Number: 835-4930

7. The following optional questions are requested by RCW 82.45.120

Is property at the time of sale:

	YES	NO		YES	NO
a. Subject to elderly, disability, or physical improvement exemption?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. Does conveyance involve a trade, partial interest corporate affiliates, related parties, trust, receivership or an estate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Does building, if any, have a heat pump or solar heating or cooling system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Is the grantee acting as a nominee for a third party?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Does this conveyance divide a current parcel of land?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. Principal use:		
d. Does sale include current crop or marketable timber?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1 <input type="checkbox"/> agricultural	2 <input type="checkbox"/> condominium	3 <input type="checkbox"/> other
			4 <input type="checkbox"/> apt (4+ units)	5 <input type="checkbox"/> industrial	6 <input type="checkbox"/> other
			7 <input type="checkbox"/> commercial	8 <input type="checkbox"/> mobile home	9 <input type="checkbox"/> other

NO EXCISE TAX REQUIRED FOR TREASURER'S USE ONLY

OCT 14 1986

COUNTY TREASURER

133205-1-125-000

133205-1-125-000

QUIT CLAIM DEED "TWO" B-1

SNOHOMISH CO. TAX ROLL B-2

REAL ESTATE EXCISE TAX AFFID. B-3

8610130220

QUIT-CLAIM DEED
(Statutory Form)

5 5

THE GRANTOR() Marvel F. Robbins
of 9401 Grandview Rd., City of Arlington

County of Snohomish, Washington, for and in consideration of Love and Affection

convey s and quit-claim s to Benjamin W. Robbins
of 9401 Grandview Rd

in the City of Arlington, County of Snohomish, State of Washington
all interest in the following described Real Estate:

SEC 13 TWP 32 RGE 05
TH PTN SW1/4 DAF BEG SE COR SD SUB
TH W 172FT TPB TH CONT W ALG S LN SD SUB
200FT TH N30*05 00W 220FT TH E PLW S LN
SD SUB 200TH S30*05 00E 220FT TO TPB

98223
NO EXCISE TAX
REQUIRED
15544
OCT 14 1986

KIRKE SHEPERS, Snohomish County Treasurer
By Don Anderson
Deputy

situated in the County of Snohomish, State of Washington.

Dated this 9th day of October, 1986.

RECORDED

1986 OCT 13 PM 2:31

AN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH

Don White

Marvel F. Robbins
Grantor(s)

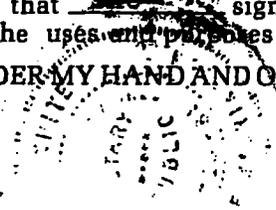
STATE OF WASHINGTON,

County of Snohomish

ss. (Individual Acknowledgment)

I, Don White, Notary Public in and for the State of Washington,
do hereby certify that on this 9th day of October, 1986, personally
appeared before me Marvel F. Robbins
to me known to be the individual described in and who executed the within instrument and
acknowledged that Marvel F. Robbins signed the same as her free and voluntary act
and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9th day of October,
1986.



Don White
My appointment expires: 10-10-89

Notary Public in and for the State of Washington, residing at Beckett in said County.

8610130220

VOL 2002 PAGE 0354

146

B17

133205-1-009-0001 TO 133205-1-011-0007

B18

AGE 13,582

TR3307R1

SNOHOMISH COUNTY

PAGE 13,596

REAL ESTATE TAX ROLL OF DEC 31, 1985

BALANCE C OWING

OWNERSHIP	NAME AUDIT	CHANGE NR SMT PY	LEGAL DESCRIPTION	LEVY Y P TAX CODE R C TYPE	TAXES OWING	TOTAL PAYMENTS	BALANCE OWING
ARLINGTON WA		98223	NW1/4 NE1/4 EXC W 30FT THOF DED TO SO CO AKA PTN OF PAR A OF SP 41 (3-82) AF NO 8207210149	5094 84T A/V GEN SFFP F TOT	324.94 6.80 331.74	38,260	38,260
133205-1-009-0001	ROBBINS BENJAMIN & MARVEL	21784-77 X850000	SEC 13 TWP 32 RGE 05 TH PTN SW1/4 NE1/4 DAF BEG SE COR SD SUB TH W 172FT TPB TH CONT W ALG S LN SD SUB 200FT TH N30*05 DOW 220FT TH E PLW S LN SD SUB 200FT TH S30*05 DOW 220FT TO TPB	1137 85+ A/V 1137 85+ S/C		12,490	21,490
133205-1-009-0019	ROBBINS BENJAMIN & MARVEL	21784-77 X860000	SEC 13 TWP 32 RGE 05 TH PTN SW1/4 NE1/4 DAF BEG SE COR SD SUB TH W 172FT TPB TH CONT W ALG S LN SD SUB 200FT TH N30*05 DOW 220FT TH E PLW S LN SD SUB 200FT TH S30*05 DOW 220FT TO TPB	1137 85A A/V 1137 857 S/C		12,490	21,490
133205-1-010-0008	PIONEER BANK SMITH BRENT E 24-00000289	116016-85 S821260 21 11101	SEC 13 TWP 32 RGE 05 ALL TH PTN N1/2 NW1/4 NE1/4 DAF - COM NW COR SD SUB TH S87*58 14E ALG N LN SD SUB 540FT TO TPB TH S87*58 14E ALG SD N LN 130.27FT TH S13*42 24E 398.55FT TH S62*39 21W 186.54FT TH N27*20 39W 155.11FT TAP WH BEARS S87*57 40E FR SEI COR OF TR CONVYD TO LESLIE R & ANN SMITH SWD 897/584 AF NO 2403125 TH N87*57 140W 130FT TO SE COR SD TR & C/L OF CR TH N42*19 01W ALG SD CR C/L & ELY BDY SD TR 11.40FT TH N00*29 50W CONT ALG SD CR C/L & ELY BDY SD TR 25.36FT TH N21*58 35W CONT ALG SD CR C/L & ELY BDY SD TR 42.96FT TAP WH BEARS S32*26 32W TR TPB TH N32*26 32E 309.83 FT TO TPB AKA LOT 3 SP 69 (4-82) AF NO 8207210151	1137 85T A/V N TOT	46,180 646.21	11,920 646.21	58,100
					RECEIPT 116016 PD 51385 FOR 85 RECEIPT 395008 PD 112785 FOR 85		
133205-1-011-0007	DOTY JEAN R 24324 MILLER ROAD STANWOOD WA	7-2-84 S821260 91000 98292	SEC 13 TWP 32 RGE 05 ALL TH PTN N1/2 NW1/4 NE1/4 DAF - COM NW COR SD SUB TH S89*58 14E ALG N LN SD SUB 540FT TO TPB TH N87*58 14W ALG N LN SD SUB 540FT TO NW COR SD SUB TH S00*49 17W ALG W LN SD SUB 200FT TO NW COR OF TR CONVYD TO LESLIE R & ANN SMITH SWD 897/584 AF NO 2403125 TH S80*40 43E ALG NLY LN SD TR 376.32FT TO	1137 85T A/V H TOT 1137 84T A/V N TOT 1137 83T A/V N TOT	127.38 103.91 35.82	11,400 63.69 11,400 103.91 3,850 35.82	11,400 63.69 11,400 103.91 3,850
					RECEIPT 302058 PD 51283 FOR 83 RECEIPT 176211 PD 51385 FOR 85 RECEIPT 176211 PD 51385 FOR 84		

144

2,230

11.73

18.82

30.55

5 FOR 85

6,070

5 FOR 85

5 FOR 85

5 FOR 85

5 FOR 85

25,320

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

C17

133205-1-012-0006 TO 133205-1-014-0004

C18

PAGE 13,583

TR3307R1

SNOHOMISH COUNTY

PAGE 13,597

REAL ESTATE TAX ROLL OF DEC 31, 1985

BALANCE C OWING

OWNERSHIP	NAME AUDIT	CHANGE NR SMT PY	LEGAL DESCRIPTION	LEVY Y P TAX CODE R C TYPE	TAXES OWING	TOTAL PAYMENTS	BALANCE OWING
-----------	------------	------------------	-------------------	----------------------------	-------------	----------------	---------------

REAL ESTATE EXCISE TAX

CHAPTER 62 AS RCW
CHAPTER 62-01 WAC

This form is your receipt and should be retained. Pay by cash or certified check to County Treasurer.

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ITEMS 1 THROUGH 6 ARE FULLY COMPLETED

SELLER GRANTEE	Name <u>Marvel E. Robbins</u>	BUYER GRANTEE	Name <u>Benjamin W. Robbins</u>
	Street <u>9401 Grandview Road</u>		Street <u>9401 Grandview Road</u>
	City/State <u>Arlington Wash 98225</u>		City/State <u>Arlington Wash 98225</u>

NEW OWNER'S PERMANENT ADDRESS FOR ALL PROPERTY TAX RELATED CORRESPONDENCE

Name Benjamin W. Robbins ALL TAX PARCEL NUMBERS 133265-1-009-0001

Street 9401 Grandview Road

City/State Arlington Wash 98225

LEGAL DESCRIPTION OF PROPERTY SITUATED IN UNINCORPORATED SEASIDE COUNTY OR IN CITY OF _____

SEC 13 Twp 32 Rge 05

74 PTN SW 1/4 DAF BEG SE COR SD SUB

TH W 172 FT TPB TH CONT WALG S LN SD SUB

200 FT TH N 30° 01' 00 W 200 FT THE PAWS LN

SD SUB 200 TH S 30° 15' 00 E 220 FT TO TPB

MH
A/V 21,490

1. Is this property currently:

Classified or designated as forest land? Chapter 84.33 RCW	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Classified as either use land (open space, farm and agricultural, or timber)? Chapter 84.34 RCW	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Exempt from property tax under subsection 1 of Chapter 84.38 RCW?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Receiving special valuation as historic property under Chapter 84.26 RCW?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

Type Property: land with improvements land with improvements and water rights land with improvements, water rights, and mineral rights land with improvements, water rights, mineral rights, and timber rights

2. Description of personal property if included in sale (furniture, appliances, etc.) NA

If exemption claimed, explain Gift From Mother & Son

Type of Document Deed

Date of Document 10/14/86

Delegated Penalty \$ _____

Total Tax Due \$ _____

(SEE 1-5 ON REVERSE SIDE)

3. NOTICE OF COMPLIANCE (Chapter 84.26 RCW)

If the new owner(s) of property with special valuation as historic property wish(es) to continue this special valuation the new owner(s) must sign below. If the new owner(s) do(es) not desire to continue such special valuation, all compensating or additional tax calculated pursuant to RCW 84.33.120 and 140 or RCW 84.34.10B shall be due and payable by the seller or transferor at the time of sale. To determine if the land transferred qualifies to continue classification or designation, the county assessor must be consulted. All new owners must sign.

This land does does not qualify for continuance. _____ DEPUTY ASSESSOR

DATE _____

4. AFFIDAVIT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT (see 28 on reverse for penalties).

SIGNATURE Marvel E. Robbins

NAME (print) Marvel E. Robbins

DATE & PLACE OF SIGNING 10/14/86 Waco Co. Courthouse

SPECIFY (circle): grantor/grantee/grantor's agent/grantee's agent

Address of residence or place of business of person signing (specify): Marvel E. Robbins
9401 Grandview Rd. Arlington, Wa.

Telephone Number 475-4730

5. The following optional questions are requested by RCW 82.45.120

Is property of the time of sale:

a. Subject to elderly, disability, or physical improvement exemption?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
b. Does building, if any, have a heat pump or solar heating or cooling system?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
c. Does this conveyance divide a current parcel of land?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
d. Does sale include current crop or merchantable timber?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

e. Does conveyance involve a trade, partial interest corporate affiliates, related parties, trust, receivership or an estate?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
f. Is the grantee acting as a nominee for a third party?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

6. Principal use:

1 <input type="checkbox"/> agricultural	2 <input type="checkbox"/> condominium	3 <input type="checkbox"/> recreational
4 <input type="checkbox"/> apt (4+ units)	5 <input type="checkbox"/> industrial	6 <input type="checkbox"/> residential
7 <input type="checkbox"/> commercial	8 <input type="checkbox"/> mobile home	9 <input type="checkbox"/> timber

NO EXCISE TAX REQUIRED

FOR TREASURER'S USE ONLY

OCT 14 1986

KIRK STEVENS, Spokane County Treasurer
By [Signature]
Deputy

315544 F 10/14 86 ONE

COUNTY TREASURER

2025

2025

NO. 63479-8-1

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

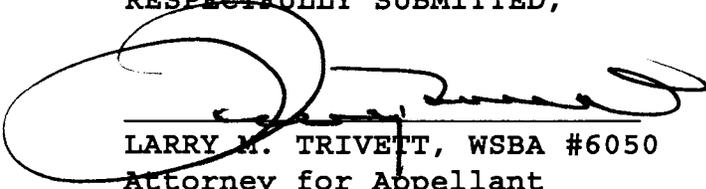
RHINARD G. ROBBINS, as PERSONAL REPRESENTATIVE
OF THE ESTATE OF BENJAMIN W. ROBBINS, DECEASED,
and DALE R. LEISCHNER
Appellants,

v.

SHARON NIELSON, as GUARDIAN OF THE PERSON
AND ESTATE OF MARVEL F. ROBBINS
Respondent.

DECLARATION OF MAILING

RESPECTFULLY SUBMITTED,



LARRY M. TRIVETT, WSBA #6050
Attorney for Appellant
5010 Grove Street
Marysville, Washington 98270
(360) 659-8282

FILED
COURT OF APPEALS, DIVISION I
STATE OF WASHINGTON
2009 SEP 22 AM 10:59

DECLARATION OF MAILING

The undersigned hereby declares as follows:

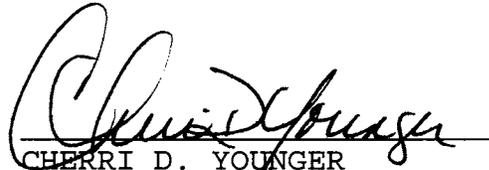
That I am a citizen of the United States of America and of the State of Washington, living and residing in Snohomish County in said state, of legal age, not a party to the above-entitled action, and competent to be a witness herein; that on the 21st day of September, 2009, I caused to be placed in the United States mail, a properly stamped and addressed envelope, postage prepaid, enclosing a copy of Appellants' Brief, together with a copy of correspondence dated September 21, 2009 to Mr. Richard D. Johnson, Court Administrator, Court of Appeals, Division One, to:

Mr. James A. Jackson
REED, LONGYEAR, MALNATI & AHRENS, PLLC
1415 Norton Building
801 Second Avenue
Seattle, Washington 98104-1522

I hereby declare, under penalty of perjury, under the laws of the State of Washington, that the

above and foregoing statements are true and correct.

SIGNED this 21st day of September, 2009, at Marysville, Washington.


CHERRI D. YOUNGER

Larry M. Trivett
Attorney At Law

5010 Grove Street, Marysville, Washington 98270
(360) 659-8282 or 653-2525
Fax (360) 653-6860

September 21, 2009

Attn: Mr. Richard D. Johnson
Court Administrator
Court of Appeals, Division I
One Union Square
600 University St.
Seattle, Washington 98101-4170

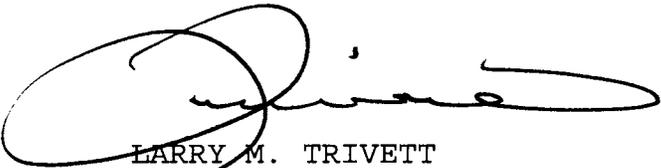
Re: *Robbins, et al., v. Nielson*
Case #: 63479-8-1

Dear Mr. Johnson:

With regard to the above, I enclose the original and one copy of the Appellants' Brief, together with a Declaration of Mailing.

If you have any questions concerning the above or the enclosed, please contact me.

SINCERELY YOURS,



LARRY M. TRIVETT
Attorney At Law

LT:cy
Enclosures
cc: James Jackson, Attorney

FILED
COURT OF APPEALS DIV. #1
STATE OF WASHINGTON
2009 SEP 22 AM 10:59