

64878-1

64878-1

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION-1

SUE SHERMAN)	NO.08-2-00439-5
)	
APPELLANT)	NO. 64878-1
)	
-V-)	TITLE PAGE:
)	
)	APPELLANT SUBMIT,S BRIEF
DENNIS DIEDRICH)	TO THE COURT.
)	
RESPONDENT)	

COMES NOW APPELLANT SUE SHERMAN, TO THE
COURT AND SUBMIT,S THE FOLLOWING BRIEF.

FILED
COURT OF APPEALS
STATE OF WASHINGTON
2010 JUN 28 AM 10:44

SUE SHERMAN
Appellant

614 106TH PL S.W.
Everett,Wash 98204
(425)438-0166

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1. INTRODUCTION

This appeal stems from not only an order granted to Defendant's attorney as Findings and Order Approving Referee Report and Judgment Divesting Title of Property of Sue Sherman and or Dennis Diedrich Dated February 5, 2010, But Failure to Grant Plaintiff Relief from Summary Judgment Dated March 16, 2009 filed on 2-1-2010 and the Misrepresentation of Referee Jeff Ingman of Plaintiff property.

2. ASSIGNMENT OF ERROR

The Appellant alleges the following errors for the court to consider:

1. Failure to grant Plaintiff relief from summary judgment order dated March 16, 2009:
2. Failure in not following the trial court's own rules for proof of service, a note for calendar motions filed by Defendant's attorney on 1-6-2009.
3. Failure in ignoring the misrepresentation of Referee Jeff Ingman of Plaintiff's property, being unfair and bias. acting as a dual agent.
4. The attempt of the trial court and referee Jeff Ingman to sell Plaintiff's property to the DNR which is a government entity of the state of

Washington which the court represents, and trying to sell it to that entente for less than market value.

3. STATEMENT OF CASE

This case came to the trial court based on a May 18, 1998 judgment order in Snohomish County Superior Court by Judge George Bowden case NO. 97-2-02819-0.

A. FACTS AND PROCEDURAL HISTORY OF OVER ALL CASE.

After numerus attempt,s to get the Defendant Diedrich to comply with the judgment order dated May 18, 1998 in Snohomish County Superior Court in which he Defendant would state he was doing so, but in fact was doing nothing, Plaintiff Sherman filed a lawsuit in Skagit County Superior Court on March 5, 2008, to Partition the property from Defendant Diedrich for his failure to comply with judgment order and his negligences for the great loss put on the Plaintiff do to his failure to comply.

After corespondents with Defendant,s attorney broke

down Plaintiff Sherman filed for trial assignment on 10-6-2008, and was set for trial on 10-22-2008. Which is also Plaintiff,s right as to CR 38.

On February 13,2009 Defendant,s attorney left a message on Plaintiff,s answering machine stating that he Defendant,s attorney was setting a Ex-Parte hearing for Motion for Order Shortening Time for Summary Judgment. And in fact he was just putting the motion in the mail to Plaintiff, again this was February 13,2009.

All of the Defendant,s attorneys paperwork was dated with sworn declaration of mailing for February 12,2009 from Defendant,s attorney,s office David Day. Also this was a holiday weekend with no mail deliver on monday the 16th day of February 2009, the hearing was set by Defendant,s attorney for February 17,2009 at 1:15 pm .

**(SEE SKAGIT SUPERIOR COURT-APPEARANCE DOCKET)
(PAGE-2 also known as exhibit-A)**

Plaintiff did not return until February 17,2009 at 10:00 pm, even if Plaintiff was in town she would never received the motion set by Defendant,s

attorney till after the hearing time and would not know how to repond. Defendant,s motion was granted by Judge John Meyer on February 17,2009 with out Plaintiff present. Plaintiff had to overturn the motion granted to the Defendnant,s attorney on February 20,2009 at Ex-Parte hearing by Judge David Needy.

**(SEE SKAGIT SUPERIOR COURT APPEARANCE DOCKET)
(PAGE-2, also known as exhibit-A)**

This was the beginning of motions set and obtained by Dfendant,s attorney through Judge John Meyer that were unfair and unjust.

1.Motion Shortening Time Granted on February 17,2009.

2.Motion set by Defendant,s attorney on Plaintiff behalf Granted on June 12,2009 and filed by Defendant,s attorney on June 1,2009, despite Plaintiff,s Sherman,s objection.

3.Granting of Referee by Judge John Meyer that is a personal friend of Defendant,s attorney, Defendant and also Referee is a personal friend of Paul McFarland from the DNR.

4.And also summary judgment order in which

Defendant,s attorney signs claiming to
represent Plaintiff Sherman, signed by
Judge Michael Rickert dated March 16,2009.

(SEE Clerk,s paper Skagit Superior Court-)
(Order Grant Partial Summary Judgment)
(Dated March 16,2009. Pages,1-3, also)
(known as exhibit-B .)

Plaintiff does not believe that the court
would have aloud her to get away with what
they have aloud Defendant and his attorney
to. "Oh Yes", Plaintiff has just resently
found out that Defendant,s attorney also
work,s for the Trial Court as a arbitrator.
I do not believe their is a jury that would
think this court has been fair and impartial.
On June 29,2009 Judge John Meyer appointed
Defendant,s attorneys personal friend to
be referee Jeff Ingman, despite Plaintiff,s
Objection to a personal friend of Defendant
and his attorney acting as referee.

(SEE Skagit Superior Court Appearance docket)
(page-5,dated 6-30-2009 Order Appointing)
(a referee for sale of real property herein)
(Judge John Meyer. also known as exhibit-A)

On July 6,2009 Plaintiff filed Affidavit of
Prejudice against Judge John Meyer, Plaintiff

could no longer dismiss what was going on. ON July 24,2009 the motion was heard by Judge Susan Cook. she refused to hear the motion stating she has known Judge John Meyer for years and did not believe it despite the evidence. Two other motions were heard that day, Motion to vacate Referee Jeff Ingman and the second Motion requesting a "Stay". As to Referee,Plaintiff,s cry,s for fairness were ignored by the trial court and as to the "Stay",the Defendant attorney stated to the court the property in fact was worth \$80,000.00 dollars, despite the fact at summary judgment his claim was this property was worth so little it was not worth the court,s time to sent it to trial. Plaintiff,s motion to vacate referee was denied and the "Stay" was based on \$80,000,00 dollar figure stated by Defendant,s attorney and Referee Jeff Ingman. Now these sames two people state to the court that this property should be sold to the DNR for \$63,000.00 . Plaintiff requested to Judge Cook to be aloud to question the so called referee in open court, she

Judge Cook stated Plaintiff would have to file a motion and if Plaintiff did she would grant Plaintiff,s request. On August 7,2009 Plaintiff filed Motion for order to have Referee Jeff Ingman appear and also setting hearing date for bond reduction. These were heard on august 21,2009 and both denied by Judge Cook. Plaintiff had a witness in the court room to each of these events **JAMES H. JAMES** . He was so appalled by what he witness that he wrote a Declaration to the court which was filed on 10-22-2009, and also filed a complaint with Judicial Conduct.

(SEE DECLARATION OF JAMES H. JAMES DATED)
(10-22-2009 in Skagit Superior Court)
(Clerk,s papers-Pages,6-8)

Plaintiff when try to obtain subpoena from the court for information from referee which he said referee was giving to Defendant,s attorney but refused to provide Plaintiff with same information. Judge Michael Rickert denied Plaintiff request stating NO BASIS on 8-31-2009. Plaintiff when served Referee with Subpoena Duces Tecm for disclosure of information on 9-8-2009. The information stated by referee

Jeff Ingman was that the property in question was worth no less than \$2,000.00 per acre. He also stated that \$79,500.00 figure was supplied to him by Defendant,s attorney David Day.

**(SEE LETTER FROM REFEREE JEFF INGMAN DATED)
(SEPTEMBER 14,2009, also known as exhibit-D)**

Plaintiff filed Motion for reconsideration on order denying Plaintiff motion for order to have referee Jeff Ingman appear and set hearing for bond reduction but was denied by Judge Cook on 9-30-2009.

B. FACTS AND PROCEDURES PRESENTLY ON APPEAL:

On 12-4-2009 Plaintiff sent a Notice of Absence from Jurisdiction to the trial court and was filed by the court on 12-7-2009 with proof of service and declaration of mailing. Plaintiff was Absence from Jurisdiction from 12-7-2009 till February 1,2010.

**(SEE SKAGIT SUPERIOR COURT CLERK,S PAPERS)
(NOTICE OF ABSENCE/UNAVAILABILITY FILED)
(12-7-2009,page-9.also known as exhibit-B)**

In Plaintiff,s absence Defendant,s attorney and Referee Jeff Ingman filed several motions

with the trial court. Stated as follows:

1. Motion for Court to Approve Sale to Department of Natural Resources for \$63,000.00 filed 1-6-2010. (See Skagit Superior Court Clerk,s papers,Page-30 also known as exhibit-B)
2. Declaration of David Day for Court Order Approving Sale.
3. Also Note for Motion Docket Day: Motion Approving Referee Report filed 1-6-2010, (SEE Skagit Superior Court Clerk,s Papers) (Pages, 31-34 .)

These were done in Plaintiff,s absence, also referee Jeff Ingman filed two different issue with the trial court, stated as follows:

1. Correspondence Between Parties filed on 12-9-2009 (See Skagit Superior Court) (Clerk,s papers,Pages 136-137)

Which is a false incounter of events,and

2. Report & Declaration of Referee filed on 12-10-2009 (See Skagit Superior Court) (Clerk,s papers,Pages 10-29 .)

Upon Plaintiff,s return on February 1,2010 she began to try to deal with the motions and declarations filed by Defendant,s attorney and referee Jeff Ingman, Plaintiff had 4 day. According to Skagit Superior Court rule SCLCR 3-6 states service must occur at least 9 days

before hearing, Plaintiff had 4 days. Which Plaintiff stated to Judge Cook in open court, she choose to ignore it. Plaintiff believe according to the trial court own rules Defendant,s attorney motion and declarations should not of even been heard by the trial court . The evidence shows there was no proof of service and Plaintiff was not aware of the note for motion calender, motions declaration filed by Defendant,s attorney and Referee Jeff Ingman until 4 days before the hearing, which they were all aware of including the trial court.

Plaintiff filed a Motion to Overturn/Vacate to Grant Relief to the Plaintiff from Summary Judgment and Motion objecting to Defendant,s Motion for court to approve sale to DNR, filed on 2-1-2010 as answer to Defendant,s motions that were to be heard on 2-5-2010. Plaintiff also filed Motion to Overturn/Vacate to Grant Relief to Plaintiff from Summary Judgment, to be heard at Ex-Parte on 2-4-2010. After finding out in January of 2010 through Grace Roeder

from Skagit County PLanning & Development Department and also confirmed by her supervisor Gery Christenson. That the property in question was in fact dividable by interest, this was also confirmed by referee Jeff Ingman to the Plaintiff, and by Defendant,s attorney David Day who also confirmed the information with Grace Roeder. This is confirmed in Defendant,s attorneys Memorandum of Law in Response to Plaintiff,s Motion to Overturn/Vacate Dated March 16,2009 filed on 2-4-2010.

**(See Motion to Overurn/Vacate to Grant Relief)
(to the Plaintiff from Summary Judgment filed)
(2-1-2010, in Skagit Superior Court Clerk,s)
(papers, Pages 35-65, also known as exhibit-B)**

**(See Memorandum of Law in Response to)
(Plaintiff,s Motion to Overturn/Vacate Summary)
(Judgment dated 3-16-2009 filed on 2-4-2010,)
(Skagit Superior Court Clerk,s papers, Pages)
(121-123, Page-2 Line 1 through 4.)**

**(See Skagit Superior Court Rules SCLCR 3-6)
(Commencment of Action; Service of Process,)
(Pleadings, Motions and Orders, as exhibhit-E)
(page-1 .)**

Mind you this was uncontested evidence that Judge Susan Cook choose to ignore, on February 5,2010. At Ex-Parte hearing on February 4,2010 the Commissioner G.Brain Paxton ruled he had no

authorization to hear a motion to vacate summary judgment, but order that the motion was to be heard by Judge Cook on February 5, 2010.

**(See Ex-Parte Action With Order filed on)
(2-4-2010 in Skagit Superior Court Clerk,s)
(papers,Page-125, also known as exhibit-B)**

On February 5,2010 Judge Cook decided to overlook all the evidence Plaintiff presented to the court and also the fact Defendant attorney confirmed it. Judge Cook stated that the newly evidence was available before hand "Which is untrue". Maybe if you were a real estate attorney such as Defenant,s attorney or in real estate as the Referee Jeff Ingman who agreed that this property could be divided by interest but stated the DNR wanted all of and not just Defendant Diedrich interest, Which would be 20 acres. Defendant,s attorney claimed he in fact had to confirm the information Plaintiff obtained from Grace Roeder at Skagit Planning & Development Department, but when claim to the trial court it was always available to the Plaintiff. But this would mean it was always

available to the Defendant Diedrich which shows he could of complied to the subdivision of the property as to the original judgment order dated May 18,1998 in which the court vested the responsibility. Plaintiff believes the court in fact made a "MISTAKE" in their ruling, in the granting of summary judgment dated March 16,2009. But instead of correcting that mistake the court decided to continue to make them. It is like DNA, it was always available to us we just did not know how to access it, but when we did the court corrected the "mistakes" it had made. Just like this case, why should Plaintiff have to lose her property because the court does not want to admit it has made a mistake. A subdivision by interest after a survey of the land is done to show two separate 20 acre interest. and as to the original judgment order Plaintiff Sherman would have her choice as to which half of the 40 acres she wished. Defendant Diedrich would be free to sell his 20 acre interest to whom ever he wished and Plaintiff could retain hers. This was a win, win

situation for both parties and not just one. Further as to Referee Jeff Ingman, his claim is that there was only one offer on the property. the fact is that Referee Jeff Ingman misrepresented the property in question and Plaintiff believes it was done intentionally so that he Jeff Ingman could in fact act as a dowl agent. By being the lister and seller and at the same time help out his friend Paul Mcfarland from the DNR. other examples would be:

- 1.Listing the property in wrong city.**
- 2.Stating the property is above lake cavanugh.**
- 3.Leaving out the fact that property has power and water.**
- 4.The picture he portarys as Plaintiff,s property is not.**
- 5.Referee has repeatedly stated to the court this property is worth no less than \$2,000 per acre.**

And the fact that Plaintiff informed referee that she had a lawsuit on the DNR regarding the the property in question which he choose to leave out of his report. Also no counter offer was

made by referee.(See Report & Declaration of)
(Referee filed 12-10-2009,in Skagit Superior)
(Court Clerk,s papers,Page 10-29. also known)
(as exhibit-B and Appellant property as)
(listed by Jeff Ingman, exhibit-C and Other)
(Property Listed by Jeff Ingman, exhibit-D)

Plaintiff believes this is one government
entente protecting another and also to profit
by selling Plaintiff,s property to that entente
for less than market value such as the DNR.
Plaintiff believes that the evidence will
show that Defendant Diedrich could of divided
the property stated in the original Judgment
order and should be held in contemp and
negligence.

4. ARGUMENT

The issues before this court are not only if
trial court made a "Mistake" when summary judgment
was granted as to CR 60 and CR 59, but should of
the trial court granted the Plaintiff relief from
summary judgment. other issues are as follows:
1.Should of Defendant,s attorneys note for
calender, motions and declarations including

referee report and declaration even of been heard as to the trial courts own rule SCLCR rule 3-6.

2.Can the Trial court sale Plaintiff property to the State of Washington went it represent the State of Washington as to RCW 7.52.360

3.Did the Referee Jeff Ingman in fact misrepresent the Plaintiff property and hope to benefit from that misrepresentation, and was his interests other than to just sale the property. Plaintiff submit that RCW 7.52.360 supports her claims.

Summary Judgment was granted to Defendant on March 16,2009 based on the belief that there was no way to subdivided the property. In fact on page-2 line 20 through line 23 it states : Physical subdivision is impossiable, and that sale is the only other available remedy when physical division of property cannot be accomplished. We know now it can in fact be accomplished as to interest with each party having a separate 20 acre interest. This was confirmed by Grace Roeder,David day Defendant,s

attorney and Referee Jeff Ingman. See the

following:**(Order Grant Partial Summary Judgment Judge Mike Rickert filed 3-16-2009 in skagit Superior Clerk,s papers,Page 1-3**

Memorandum of law in Response to Plaintiff,s Motion to Overturn/Vacate Summary Judgment dated 3-16-2009 filed on 2-4-2010, in Skagit Superior Clerk,s papers,Page 121-123

Declaration of James H.James dated February 7,2010 as exhibit-F

And letter from Grace roeder at the Skagit County Planning & Development Department, in regards to the information as to division by interest declaration which plaintiff requested .

for hearing on February 5,2010 but Grace Roeder stated she could,nt and Judge Cook stated in open court she did not believe that cause she has known Grace Roeder for a long time. See

the following:**(See letter from Grace Roeder dated February 9,2010 as exhibit-H and letter from Skagit County Prosecuting Atrorney dated February 25,2010 as exhibit-I.**

Plaintiff obtain the information in January 2010, and upon Plaintiff,s return from Absence from jurisdiction on February 1,2010 and finding that Defendant,s attorney had filed motions and declaration with orders to be heard on

February 5,2010 . Using the information Plaintiff obtained from Grace Roeder filed a Motion to Overturn/Vacate to Grant Relief to the Plaintiff from Summary Judgment dated March 16,2009, that was heard at Ex-Parte hearing on February 4,2010. See the following:

Motion to Overturn/Vacate to Grant Relief to the Plaintiff from Summary Judgment filed 2-1-2010. in Skagit Superior Clerk,s Papers Pages 35-65 and Ex-Parte Action with Order filed 2-4-2010, Page-125.

On February Judge Cook ignored all the newly discovered as to CR 60 and CR 59 and the fact that Defendant,s attorneys motion were not as to the Skagit County Superior Court Rule, SCLCR 3-6,Local Civil Rule. See the following:

Skagit Superior Court Local Civil Rules, SCLCR rule 3-6,Commencement of Action; Service of Process,Pleading,Motion and Orders. as exhibit-E

Which is 9 court days before hearing, Plaintiff had 4 days. Judge Cook also ignored the evidence regarding the misrepresentation of the referee as to RCW 7.52.360 . See the following: **Appellant,s property as Listed by Jeff Ingman, as exhibit-C and Other Propertys Listed by Jeff Ingman, as exhibit-D. and**

Plaintiff,s Response to Declaration of D Day on Referee Selection filed 6-29-2009, in Skagit Superior Clerk,s papers,Pages 4-5

The Trial Court can not order the property in question sold to the DNR as to RCW 7.52.360. DNR,s purchase agreement states as follows: **by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources (hereinafter referred to as "State")**. See the following:

Report & Declaration of Referee filed 12-10-2009,Pages 10-29. in Skagit Superior Clerk,s papers. also as exhibit-J.

This would be like the court selling the property to it,s self, and in accordant to RCW 7.52.360 that can not happen.

Judge Susan Cook on February 5,2010 order that Motion to Overturn/Vacate to Grant Relief to the Plaintiff from Summary Judgment be Denied, and that an order be granted to the Defendant attorney as follows: Finding & Order Approving Referee Report & Judgment Divesting Title of Property of Sue Sherman and/or Dennis Diedrich. Despite,the on lawsuit Plaintiff has on the DNR as to the property in question.

See the following in:**Skagit Superior Clerk,s papers:**

Order on Plaintiff,s Motion to Vacate Summary Judgment *Denied* filed 2-5-2010,Page 126-127

Finding & Order Approving Referee Report & Judgment Divesting Title of Property of Sue Sherman and/or Dennis Diedrich filed 2-5-2010 Pages 128-130.

Motion for Court to Approve Sale to Department of Natural Resources for \$63,000.00 filed 1-06-2010, Page-30 and also Declaration

of James H. James dated February 7, 2010. as exhibit-F

Plaintiff believes the trial court is Guilty of RCW 7.52.360, which clearly support Plaintiff,s claim.

5. SUMMARY AND CONCLUSION

Plaintiff has clearly show not only the trial court but this court, that in fact this property is subdividable. With each person getting a 20 acre interest, which is what the original judgment order stated dated May 18,1998, with Plaintiff Sherman having her choice as to wish side she wished. Plaintiff has been put in this position do to the fact that Defendant decided to ignore the May 18,1998 order.

Plaintiff can not replace her property for the price the trial court is will to sell her property to the DNR for. PLaintiff believes that the court can not sell this property to it,s self, which is exactly what it would be doing. And why should it be sold when it can be divided, which is the issue here. The court represents the state of Washington and the DNR is also the state, as they have stated. Clearly the court has any interest in the purchase of Plaintiff,s property. Therefor I do not see how the court can say this case is fair and unbias.

As to the Referee Jeff Ingman, he has clearly misrepresented Plaintiff,s property for his own interest. He is clearly not a fair or unbias referee. if Plaintiff took this case in front of any jury and ask them if they believed Jeff Ingman to be fair and unbias appointed by the court on Defendant,s behalf I do not think the answer would be "YES". Plaintiff believes RCW 7.52.360, CR60, CR59

and Skagit Superior Court Rule SCLCR rules 3-6 , support her claims. The court has acted as guardian, it then appointed a referee that is a personal friend of Defendant,s attorney and Defendant, and the referee, he is a personal friend of Paul McFarland from the DNR. OH yes, Defendant,s attorney also works for the Skagit County Superior Court .

If this is not a set up I do not know what is. Plaintiff believes this case has all the ear marks for a tort claim against the State of Washington, and a lawsuit to follow if Plaintiff,s property is in fact sold. Let us not forget, we are all here because Defendant Diedrich choose not to follow through with a judgment order by the court, and there is absolutely no proof he even tried. Defendant,s hold objective is to get Plaintiff to lose her property.

Plaintiff is requesting that the court vacate order granted by Judge Cook on 2-5-2010, Finding and Order Approving Referee Report

and Judgment Divesting Title of Property
of Sue Sherman and or Dennis Diedrich dated
February 5,2010.

And find that the property in fact is
dividedable by interest, in which each
party can have a separate 20 acre interest.
And as to the original judgment order May
18,1998 Plaintiff Sherman will have her choice
as to which 20 acre interest she wished.
Defendant at that time will be free to
sell his 20 acre interest to who ever he wish
and Plaintiff can retain hers. With a small
provision that at the time this property can
be divided by title one party can not hold up
thy other from doing so. This is a win, win
situation for both sides and not just one.
When this property was purchase by the parties
it was with the full intent we each had a
separate 20 acre interest.

Dated this 25 day of June 2010.


SUE SHERMAN-APPELLANT
614 106TH PL S.W.
EVERETT, WASH 98204

APPENDIX

CR 60(b)(1)(3)

(b) Mistakes; Inadvertence; Excusable; Neglect; Newly Discovered Evidence; Fraud;etc. On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reason:

(1.) Mistakes, inadvertence, surprise, excusable neglect or irregularity in obtaining a judgment or order;

(3). Newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under rule CR 59(b);

CR 59(a)(4)(b)

Grounds for New Trial or Reconsideration. On the motion of the party aggrieved, a verdict may be vacated and a new trial granted to all or any of the parties, and on all issues, or on some of the issues when such issues are clearly and fairly separable and distinct, or any other decision or order may be vacated and reconsideration granted. Such motion may be granted for any one of the following causes materially affecting the substantial rights of such parties:

(4.) Newly discovered evidence, material for the party making the application, which he could not with reasonable diligence have discovered and produced at the trial.

CR59(b); Time for motion; contents of motion. A motion for a new trial or for reconsideration shall be filed not later than 10 days after the entry of the judgment, order or other decision. the motion shall be noted at the time it is filed, to be heard or otherwise considered within 30 day after the entry of the judgment order, or other decision, **unless the court directs otherwise.** A motion for a new trial or for reconsideration shall identify the specific reason in fact and law as to each ground on which the motion is based.

**SKAGIT COUNTY SUPERIOR COURT LOCAL CIVIL
RULES CITE AS SCLCR-3-6: RULES 3-5 [Reserved]**

RULES 6. TIME

(d) For Motions

(1.)Notes for Motion Calender: Notes for the Motion Calender shall be filed with the clerk of the court and served on all parties at least nine (9)court days before the hearing. All Notes for the Motion must comply with SCLCR 84.

**(2.)Timing for Service of Motions,Responses,
Replies and Proposed Orders:**

(i)Motions: Motion, other than Summary Judgment motions, shall be filed and served upon all **parties at least nine (9)court days before hearing.** When a motion is supported by affidavit or other documents, the affidavit and other documents shall be sered with the motion.

RCW 7.52.360-Referee or Guardians not to be interested in purchase.

Neither of the referees, nor any person for the benefit of either of them, shall be interested in any purchase, nor shall the guardian of an infant be an interested party in the purchase of any real property being the subject of the suit. except for the benefit of the infant. all sales contrary to the provision of this section shall be void.

EXHIBITS

ALL THE EXHIBIT,S PLAINTIFF IS SUBMITTING ARE IN THE RECORD AS PART OF PLAINTIFF,S MOTIONS OR REPLY'S AND FROM THE SKAGIT SUPERIOR COURTS CLERK,S OFFICE.

- 1.(EXHIBIT-A) Plaintiff submit,s list of skagit county superior court clerk,s paper - for dates the court maybe interested in.
- 2.(EXHIBIT-B) Copy of list of clerk,s papers sent to the court of appeals by Plaintiff Sue Sherman and paid for.
- 3.(EXHIBIT-C) Appellant,s property as listed by referee Jeff Ingman.
- 4.(EXHIBIT-D) Other propertys listed by referee Jeff Ingman.
- 5.(EXHIBIT-E) Skagit Superior Court local civil rule SCLCR 3-6.
- 6.(EXHIBIT-F) Declaration of James H.James dated February 7,2010
- 7.(EXHIBIT-G) RCW7.52.360-Referee or Guardians not to be interested in purchase.
- 8.(EXHIBIT-H) Letter from Grace Roeder at Skagit Planning & Development Department dated February 9,2010.
- 9.(EXHIBIT-H) Letter from Skagit County Prosecuting attorneys dated February 25,2010.
- 10.(EXHIBIT-J) Report and Declaration of Referee with contact from DNR dated December 7,2009.

CASE#: 08-2-00439-5 JUDGMENT# #
 TITLE: SUE SHERMAN VS DENNIS DIEDRICH
 FILED: 03/05/2008
 CAUSE: MSC MISCELLANEOUS DV: N

A

RESOLUTION: DATE:
 COMPLETION: DATE:
 CASE STATUS: APP DATE: 05/15/2009 ON APPEAL
 ARCHIVED:
 CONSOLIDIT:
 NOTE1:*JURY 12
 NOTE2:*CT APPEALS #63475-3; 64878-1

----- PARTIES -----

CONN.	LAST NAME, FIRST MI TITLE	LITIGANTS	DATE
PLA01	SHERMAN, SUE		
DEF01	DIEDRICH, DENNIS		
PSP01	SHERMAN, SUE		
STREET1	614 106TH PL SW		
CITY/ST	EVERETT WA		
ZIP	98204		
ATD01	DAY, DAVID LAWRENCE		
BAR#	08361		

----- APPEARANCE DOCKET -----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
	03/05/2008	\$FFR	FILING FEE RECEIVED	200.00
1	03/05/2008	SM	SUMMONS	
2	03/05/2008	CMP	COMPLAINT	
3	03/12/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
4	03/21/2008	NTAPR ATD01	NOTICE OF APPEARANCE DAY, DAVID LAWRENCE	
5	03/31/2008	MTDJ	MOTION FOR DEFAULT JUDGMENT	
6	03/31/2008	RQ	REQUEST FOR ENTRY OF DFLT JDMNT	
7	03/31/2008	NTMTDK ACTION	NOTE FOR MOTION DOCKET STRIKE PER PHONE, SHERMAN 4/10	04-11-200860
		ACTION	SHERMAN: MT FOR DFLT JDMNT	
8	03/31/2008	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
9	04/11/2008	HSTKNA JDG02	HEARING STRICKEN:IN COURT NONAPPEAR JUDGE MIKE RICKERT	
10	04/09/2008	AN	ANSWER OF DEFT DENNIS DIEDRICH	
11	04/09/2008	DCLRM	DECLARATION OF MAILING	
12	04/10/2008	DCLRM	AMENDED DECLARATION OF MAILING	
13	04/14/2008	AN	PLTF ANSWERS DEFS ALLOEGATION TO PLTF'S COMPLAINT, PLTF IS NOT AMENDING WITH (LEAVE)	
14	04/14/2008	DCLRM	DECLARATION OF MAILING	
15	10/06/2008	DMJY12	DEMAND FOR JURY-12 PERSON	
	10/06/2008	\$JDR12	JURY DEMAND RECEIVED - TWELVE	250.00
16	10/06/2008	NTTRDK	NOTE FOR TRIAL DOCKET	10-20-2008AS

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
		ACTION	JURY/3 DAYS	
17	10/13/2008	NTD	NOTICE OF DEPOSITION: SUE SHERMAN	
18	10/13/2008	SBDT	SUBPOENA DUCES TECUM	
19	10/13/2008	NT	NOTICE OF CONFLICT DATES	
		ATD01	DAY, DAVID LAWRENCE	
20	10/22/2008	NTTD	NOTICE OF TRIAL DATE	03-17-2009CT
		ACTION	3 DAYS/2D SET/JURY	
21	11/04/2008	RTRCM	RETURN RECEIPT - CERTIFIED MAIL	
22	02/04/2009	TRBF	PLF'S PRE-TRIAL BRIEF	
23	02/11/2009	TRBF	PLF SUBMIT'S TRIAL BRIEF	
24	02/17/2009	DCLRM	DECLARATION OF MAILING	
25	02/17/2009	MT	MOTION FOR ORDER TO SHORTEN TIME	
26	02/17/2009	MM	MEMORANDUM OF LAW RE MOTION FOR ORD SHORTENING TIME FOR SUM/JGMT	
27	02/17/2009	ORSGT JDG01	ORDER SHORTENING TIME JUDGE JOHN M. MEYER	03-09-2009J1
28	02/17/2009	EXWACT JDG01	EX-PARTE ACTION WITH ORDER JUDGE JOHN M. MEYER	
29	02/19/2009	MTSMJG	MOTION FOR SUMMARY JUDGMENT OF PARTITION & FOR DISMISSAL OF NEGLI- GENCE CLAIM	
30	02/19/2009	MM	MEMORANDUM OF LAW	
31	02/19/2009	DCLR	DECLARATION OF DAVID DAY IN SUPPT OF MOTION FOR SUMMARY JGMT	
32	02/19/2009	DCLRM	DECLARATION OF MAILING	
33	02/19/2009	NTMTDK ACTION	NOTE FOR MOTION DOCKET DAY: SUMMARY JGMT	03-09-2009J1
34	02/20/2009	MT	MOTION TO OVERTURN ORDER GRANTING MTN FOR ORDER SHORTENING TIME FOR SUMMARY JGMT UNDER CR 56	
35	02/20/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
36	02/20/2009	ORCNT ACTION	ORDER OF CONTINUANCE OF SUM/JGMT DAY: SUM/JGMT	03-16-2009J1
		JDG04	JUDGE DAVID R. NEEDY	
37	02/20/2009	EXWACT JDG04	EX-PARTE ACTION WITH ORDER JUDGE DAVID R. NEEDY	
38	02/24/2009	DCLR	DECLARATION OF D DIETRICH IN SPPT OF MT FOR SUMM JGMNT	
39	02/24/2009	DCLR	DECLARATION OF D DAY IN SPPT OF MT FOR SUMM JGMNT	
40	02/24/2009	DCLRM	DECLARATION OF MAILING	
40.100	03/05/2009	AN	ANSWER	
40.200	03/05/2009	MMATH	MEMORANDUM OF AUTHORITIES	
40.300	03/05/2009	DCLR	DECLARATION OF PLF S SHERMAN	
40.400	03/05/2009	DCLR	DECLARATION OF D SCHY	
40.500	03/05/2009	DCLR	DECLARATION OF W SCHMIDT	
40.600	03/05/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
40.700	03/05/2009	TRBF	PLF'S PRE-TRIAL BRIEF	
40.800	03/06/2009	DCLR	DECLARATION D DAY	
40.900	03/06/2009	DCLRM	DECLARATION OF MAILING	
41	03/09/2009	HSTKPA	CANCELLED: PLAINTIFF/PROS REQUESTED	
42	03/10/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
43	03/11/2009	RPY	DEF'S REPLY TO PLF'S ANSWERS TO	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
44	03/11/2009	DCLRM	DEF'S MT FOR DISMISSAL DECLARATION OF MAILING	
45	03/16/2009	SMJHRG JDG02	SUMMARY JUDGMENT HEARING JUDGE MIKE RICKERT	
	03/16/2009	CTRN	COURT REPORTER NOTES CD BOX 1 JS	
46	03/16/2009	DMJY12	PLTFS DEMAND FOR JURY-12 PERSON	
47	03/16/2009	NTTRDK ACTION	NOTE FOR TRIAL DOCKET SHERMAN: 3 DAYS	03-23-2009AS
48	03/16/2009	ORGPSJ JDG02	ORDER GRANT PARTIAL SUMMARY JDG JUDGE MIKE RICKERT	
49	03/23/2009	MTRC	MOTION FOR RECONSIDERATION	
50	03/23/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
51	03/23/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
52	03/24/2009	OB	DEF'S OBJECTION TO TRIAL ASSGNMNT	
53	03/24/2009	NTMTDK ACTION	NOTE FOR MOTION DOCKET DAY: OBJECTION TO TRIAL ASSGNMNT	04-03-2009G0
54	03/24/2009	NTTD ACTION ACTION ACTION	NOTICE OF TRIAL DATE STRIKE PER 6/12/09 ORDER STRIKE PER 4/3/09 ORDER 3 DAYS/JURY/2D SET	07-07-2009CT
55	03/26/2009	RSP	PLF'S RESPONSE TO DEF'S OBJECTION TO TRIAL ASSIGNMENT	
56	03/26/2009	RTRCM	RETURN RECEIPT - CERTIFIED MAIL	
57	03/26/2009	RSP	RESPONSE TO DEF'S OBJECTION TO TRIAL ASSIGNMENT	
58	03/31/2009	RSP	DEF'S RESPONSE TO PLF'S MT FOR RECONSIDERATION OF PARTIAL SUMM JDGMNT	
59	03/31/2009	DCLRM	DECLARATION OF MAILING	
60	04/02/2009	MTRC	AMENDED MT FOR RECONSIDERATION	
61	04/02/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
62	04/03/2009	ORV JDG01	ORD STRIKING TRIAL DATE JUDGE JOHN M. MEYER	
63	04/03/2009	MTRC	MT TO OVERTURN ORD STRIKING TRIAL DATE OF JULY 7-9 2009	
64	04/03/2009	NTMTDK ACTION	NOTE FOR MOTION DOCKET SHERMAN: MT TO OVERTURN	04-17-2009G0
65	04/03/2009	MTHRG JDG01	MOTION HEARING JUDGE JOHN M. MEYER	
	04/03/2009	CDSOP	CD RECORD OF PROCEEDINGS 1/9:51	
66	04/08/2009	DCLR	DECLARATION OF D DAY RE PHONE CONVERSATION W/THE PLF 4/6/09	
67	04/08/2009	DCLRM	DECLARATION OF MAILING	
68	04/10/2009	RPY	PLF'S REPLY TO DECLARATION	
69	04/10/2009	MT	AMENDED MT TO OVERTURN ORD STRKING TRIAL DATE	
70	04/10/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
71	04/17/2009	MTHRG JDG01	MOTION HEARING JUDGE JOHN M. MEYER	
	04/17/2009	CDSOP	CD RECORD OF PROCEEDINGS 4 9:59	
72	04/17/2009	OR JDG01	ORDER ON RECONSIDERATION JUDGE JOHN M. MEYER	
73	04/20/2009	CR	PLTFS' CERTIFIC/READINESS	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
74	04/20/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
75	04/29/2009	LTR	LETTER F/JDG TO PARTIES	
76	04/29/2009	ORDYMT	ORDER DENYING MOTION FOR RECONSIDERATION	
		JDG02	JUDGE MIKE RICKERT	
77	05/15/2009	NACA	NOTICE OF APPEAL TO COURT OF APPEAL	
	05/15/2009	\$AFF	APPELLATE FILING FEE	250.00
78	05/15/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
79	06/01/2009	TRLC	TRANSMITTAL LETTER - COPY FILED NOTICE TO COURT OF APPEAL	
80	06/01/2009	MTAF	MT AND DECLAR' FOR ORD STRIKING TRIAL DATE	
81	06/01/2009	MTAF	MT AND DECLAR' FOR ORD APPOINTING A REFEREE FOR SALE OF THE REAL PROPERTY HEREIN	
82	06/01/2009	NTMTDK	NOTE FOR MOTION DOCKET	06-12-200960
		ACTION	DAY: MT TO STRK TRIAL REFEREE	
83	06/03/2009	RCP	RECEIPT(S) CT OF APPEALS	
84	06/08/2009	MTDSM	MOTION TO DISMISS RE MOTION & DECLR APPOINTING A REFEREE FOR SALE	
85	06/08/2009	MTDSM	MOTION TO DISMISS DEFTS MOTION & DECLAR FOR ORDE STRIKIGN TRIAL DATE W/PREJUDICE	
86	06/08/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
87	06/12/2009	MTHRG	MOTION HEARING	
		JDG01	JUDGE JOHN M. MEYER	
	06/12/2009	CDSOP	CD RECORD OF PROCEEDINGS 1 10:57	
88	06/12/2009	VOID	VOID-SUB NUMBER VOIDED	
89	06/12/2009	NT	NOTICE F/CT APPEALS CONCERNING DUE DATES	
90	06/12/2009	ORGMT	ORDER GRANTING MOTION TO APPOINT REFEREE (REFEREE TO BE DETERMINED)	
		JDG01	JUDGE JOHN M. MEYER	
91	06/12/2009	ORV	ORDER STRIKING TRIAL DATE	
		JDG01	JUDGE JOHN M. MEYER	
92	06/15/2009	DSGCKP	DESIGNATION OF CLERK'S PAPERS	
93	06/15/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
94	06/15/2009	DCLRM	DECLARATION OF MAILING	
95	06/17/2009	TRLC	TRANSMITTAL LETTER - COPY FILED SHERMAN PROOF SERVICE TO CT APP	
96	06/18/2009	RCP	RECEIPT(S) CT OF APP	
97	06/22/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
98	06/22/2009	NT	PLF MTS THE CT FOR AN ORD GRANTING PLF RIGHT OF 1ST REFUSAL	
99	06/22/2009	NTMTDK	NOTE FOR MOTION DOCKET	07-10-200960
		ACTION	SHERMAN: MT FOR RIGHT 1ST REFUSAL	
100	06/26/2009	AN	PLF ANSWERS TO MT TO APPOINT REFEREE AND SUBMITS INFORMATION	
101	06/26/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
102	06/26/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
103	06/26/2009	DSGCKP	AMEND DESIGNATION OF CLERK'S PAPERS F/SUE SHERMAN	
104	06/26/2009	DCLR	DECLARATION OF D DAY IN SPPT OF	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
			SELECTION OF REFEREE	
105	06/26/2009	DCLRM	DECLARATION OF MAILING	
106	06/29/2009	RSP	PLF'S RESPONSE TO DECLAR' OF D DAY ON REFEREE SELECTION	
107	06/29/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
108	06/30/2009	ORAP	ORDER APPOINTING A REFEREE FOR SALE OF THE REAL PROPERTY HEREIN	
		JDG01	JUDGE JOHN M. MEYER	
108.100	07/02/2009	\$CLPA	CLERK'S PAPERS - FEE ASSESSED	-123.00
109	07/06/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
110	07/06/2009	MT	MOTION TO VACATE ORDER APPT'G REFEREE FOR SALE OF REAL PROP	
111	07/06/2009	MT	PLTF MOTION FOR STAY OF TRIAL DATE	
112	07/06/2009	AFPRJ	PLTF'S AFFIDAVIT OF PREJUDICE JUDGE JOHN M MEYER	
113	07/06/2009	NTMTDK ACTION	NOTE FOR MOTION DOCKET SHERMAN: VACATE REFEREE	07-24-200960
114	07/02/2009	NTAB	NOTICE OF ABSENCE/UNAVAILABILITY	
115	07/02/2009	DCLRM	DECLARATION OF MAILING	
116	07/10/2009	MTHRG JDG02	MOTION HEARING JUDGE MIKE RICKERT	
	07/10/2009	CDSOP	CD RECORD OF PROCEEDINGS 1 9:29	
117	07/10/2009	OR JDG02	ORDER JUDGE MIKE RICKERT	
118	07/10/2009	\$CLPR	CLERK'S PAPERS - FEE RECEIVED	123.00
119	07/13/2009	TRLC	TRANSMITTAL LETTER - COPY FILED SHERMAN DESIGNATION TO CT OF APP	
119.100	07/15/2009	RCP	RECEIPT(S) FROM CT/APPEALS	
120	07/20/2009	RSP	DEF'S RESPONSE TO PLF'S MT TO VACATE ORD APPOINTING REFEREE; DEF'S RESPONSE TO PLF'S AFFIDAVIT OF PREJUDICE	
121	07/20/2009	AF	AFFIDAVIT OF D DAY RE: PLF'S MT TO VACATE ORD APPOINTING REFEREE; DEFS RESPONSE TO PLF'S AFF OF PREJUDICE	
122	07/20/2009	DCLRM	DECLARATION OF MAILING	
122.100	07/23/2009	RSP	PLTF RESPONSE TO DEFT'S RESPONSE TO PLTF'S MOTION TO VACATE ORDER APPT'G REFEREE & PLTF'S AFFIDAVIT OF PREJUDICE (WITH LEAVE)	
122.200	07/23/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
123	07/24/2009	MTHRG JDG03	MOTION HEARING JUDGE SUSAN K. COOK	
	07/24/2009	CDSOP	CD RECORD OF PROCEEDINGS CRT3 10:02	
124	07/24/2009	ORDYMT JDG03	ORDER DENYING PLF'S MT TO VACATE ORD APPOINTING REFEREE & PLF'S AFFIDAVIT OF PREJUDICE JUDGE SUSAN K. COOK	
125	08/07/2009	MT	MOTION FOR ORD TO HAVE REFEREE APPEAR AND SET HEARING DATE AND FOR BOND REDUCTION	
126	08/07/2009	NTMTDK ACTION	NOTE FOR MOTION DOCKET SHERMAN: MT FOR REFEREE TO APPEAR	08-21-200960

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
127	08/07/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
-	08/17/2009	VRPRC	VERBATIM REPORT OF PROCEEDINGS (1 VOLUME/JS)	
128	08/18/2009	VRPT	VERBATIM RPT TRANSMITTED TO CT/APP	
128.100	08/20/2009	RCP	RCPT FROM CT/APPEALS OF VERB RPT	
129	08/21/2009	MTHRG	MOTION HEARING	
		JDG03	JUDGE SUSAN K. COOK	
	08/21/2009	CDSOP	CD RECORD OF PROCEEDINGS 3/9:34	
129.100	08/28/2009	DSGCKP	DESIGNATION OF CLERK'S PAPERS	
130	08/31/2009	EXOACT	EX-PARTE ACTION WITHOUT ORDER	
		JDG02	JUDGE MIKE RICKERT	
	08/31/2009	CDSOP	CD RECORD OF PROCEEDINGS 2 1:33	
131	08/31/2009	MT	MOTION REQUESTING A SUBPOENA ON COURT APPOINTED REFEREE (JEFF INGMAN) FOR INFORMATION DOCUMENT AND DOCUMENTATION	
132	08/31/2009	SB	SUBPOENA IN CIVIL CASE: JEFF INGMAN	
133	08/31/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
134	08/31/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
135	08/31/2009	OR	ORDER	
		JDG02	JUDGE MIKE RICKERT	
136	08/31/2009	EXWACT	EX-PARTE ACTION WITH ORDER	
		JDG02	JUDGE MIKE RICKERT	
137	09/10/2009	TRLC	TRANSMITTAL LETTER - COPY FILED DAY SUPPL TO CT APP	
	09/10/2009	\$CLPA	CLERK'S PAPERS - FEE ASSESSED	-11.50
138	09/14/2009	RCP	RECEIPT(S) CT OF APPEALS	
138.100	09/14/2009	SBDT	SUBPOENA DUCES TECUM TO REFEREE	
138.200	09/14/2009	NT	NOTICE OF DISCLOSURE OF INFO	
139	09/15/2009	\$CLPR	CLERKS PAPERS - FEE RECEIVED	11.50
140	09/21/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
141	09/21/2009	MTRC	MOTION FOR RECONSIDERATION	
142	09/29/2009	RSP	DEFTS RESPONSE TO PLTF'S MOTION FOR RECONSIDERATION & CERTIFIC OF READINESS	
143	09/29/2009	DCLRM	DECLARATION OF MAILING	
144	09/30/2009	CTD	COURT'S DECISION BY LETTER TO COUNS	
		JDG03	JUDGE SUSAN K. COOK	
145	10/22/2009	DCLR	DECLARATION OF JAMES H JAMES	
146	12/07/2009	NTAB	NOTICE OF ABSENCE/UNAVAILABILITY	
147	12/07/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
148	12/09/2009	CRRSP	CORRESPONDENCE BETWEEN PARTIES	
149	12/10/2009	RPT	REPORT & DECLARATION OF REFEREE	
150	01/05/2010	NRP	(NARRATIVE REPORT OF PROCEEDINGS) VERBATIM RPT OF PROCEEDINGS (BY FAIRHAVEN LEGAL ASSOCIATES)	
151	01/05/2010	DCLRM	DECLARATION OF MAILING	
152	01/06/2010	MT	MOTION FOR COURT TO APPROVE SALE TO DEPARTMENT OF NATURAL RESOURCES FOR \$63,000.00	
153	01/06/2010	DCLR	DECLARATION OF D DAY FOR COURT ORD	

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
154	01/06/2010	NTMTDK ACTION	APPROVING SALE NOTE FOR MOTION DOCKET DAY: MT APPRV REFEREE RFT	02-05-2010GD
155	02/01/2010	MT	MOTION TO OVERTURN/VACATE TO GRANT RELIEF TO THE PLTF FROM SUM/JGMT	
156	02/01/2010	MT	PLTF'S MOTION OBJECTING TO DEFTS MOTION FOR COURT TO APPROVE SALE TO DNR	
157	02/01/2010	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
158	02/01/2010	NTMDLF ACTION	NOTE FOR MOTION DOCKET-LATE FILING SHERMAN: LATE/8 CAL ERROR	02-04-2010
159	02/02/2010	DCLRM	DECLARATION OF MAILING	
160	02/04/2010	MM	MEMORANDUM OF LAW IN REJSPONSE TO PLTF'S MOTN TO OVERTURN/VACATE SUM JGMT DATED 3-16-09	
161	02/04/2010	DCLRM	DECLARATION OF MAILING	
162	02/04/2010	OR COM01	ORD/FOR MOTION BEFORE JUDGE COOK COMMISSIONER G. BRIAN PAXTON	02-05-2010
163	02/04/2010	EXWACT COM01	EX-PARTE ACTION WITH ORDER COMMISSIONER G. BRIAN PAXTON	
164	02/05/2010	MTHRG JDG03	MOTION HEARING JUDGE SUSAN K. COOK	
	02/05/2010	CDSOP	CD RECORD OF PROCEEDINGS 3/9:59	
165	02/05/2010	ORDYMT JDG03	ORDER ON PLTF'S MOTION TO VACATE SUMMARY JGMT *DENIED* JUDGE SUSAN K. COOK	
166	02/05/2010	OR JDG03	FINDING & ORDER APPROVING REFEREE REPORT & JGMT DIVESTING TITLE OF PROPERTY OF SUE SHERMAN AND/OR DENNIS DIEDRICH JUDGE SUSAN K. COOK	
167	02/08/2010	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
168	02/08/2010	NACA \$AFF	NOTICE OF APPEAL TO COURT OF APPEAL APPELLATE FILING FEE	280.00
169	02/08/2010	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
170	02/11/2010	TRLC	TRANSMITTAL LETTER - COPY FILED SHERMAN NOTICE TO CT OF APPEALS	
170.100	02/16/2010	RCP	RECEIPT(S) CT OF APPEALS	
171	02/19/2010	TRLC	TRANSMITTAL LETTER - COPY FILED T/S SHERMAN F/CT AD RE EXPARTE COMMUNICATION	
172	02/18/2010	NT	NOTICE OF BREACH OF CONTRACT	
173	02/22/2010	DCLR	DECLARATION OF JAMES JAMES	
174	02/22/2010	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
175	02/22/2010	NTMDLF ACTION	NOTE MOTION DOCKET-ERROR DATE SHERMAN: MT TO VACATE SUM/JGMT	03-10-2010
176	03/01/2010	TRLC	TRANSMITTAL LETTER - COPY FILED AFSR AND FEE RECEIPT TO CT APPEALS	
177	02/26/2010	MT	MOTION TO VACATE ORD FOR ENTRY OF PARTIAL SUM/JG & DISMISSAL DATED 3-16-09 ETC	
178	02/26/2010	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
179	02/26/2010	NTMTDK	NOTE FOR MOTION DOCKET	03-26-2010GD

-----APPEARANCE DOCKET-----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
180	03/03/2010	ACTION RCP	SHERMAN: VACATED SUM JGMT ORD RECEIPT(S) CT OF APPEALS AFFIDAVIT AND FILING FEE DOC	
181	03/23/2010	MMAIH	MEMORANDUM OF LAW & MT FOR SANCTIONS IN RESPONSE TO PLF'S 2D MT TO VACATE SUMMARY JDMNT DATED 3-15-2009	
182	03/23/2010	DCLRM	DECLARATION OF MAILING	
183	03/26/2010	MTHRG JDG04	MOTION HEARING JUDGE DAVID R. NEEDY	
184	03/26/2010	CDSOP	CD RECORD OF PROCEEDINGS 3/9:50	
	03/31/2010	CTD JDG04	COURT'S DECISION BY LETTER TO COUNSEL JUDGE DAVID R. NEEDY	

=====
=====END=====

THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SKAGIT COUNTY

B

Sue Sherman		APPEALS COURT # 64878-1
	Plaintiff	SKAGIT COUNTY # 08-2-00439-5
Vs.		
Dennis Diedrich		Clerk's paper requested by
	Defendant	Sue Sherman

CORRESPONDENCE BETWEEN PARTIES
Filed 12/09/2009 136-137

DECLARATION OF JAMES H JAMES
Filed 10/22/2009 6-8

EX-PARTE ACTION WITH ORDER
Filed 02/04/2010 125

FINDING & ORDER APPROVING REFEREE REPORT & JGMT
DIVESTING TITLE OF PROPERTY OF SUE SHERMAN
AND/OR DENNIS DIEDRICH
Filed 02/05/2010 128-130

MEMORANDUM OF LAW IN RESPONSE TO PLTFs MT TO OVERTURN/
VACATE SUMMARY JUDGMENT DATED 3-16-09
Filed 02/04/2010 121-123

MOTION FOR COURT TO APPROVE SALE TO DEPARTMENT OF
NATURAL RESOURCES FOR \$63,000.00
Filed 01/06/2010 30

MOTION TO OVERTURN/VACATE TO GRANT RELIEF TO THE
PLAINTIFF FROM SUMMARY JUDGMENT
Filed 02/01/2010 35-65

MOTION TO VACATE ORDER FOR ENTRY OF PARTIAL SUMMARY JUDGMENT AND DISMISSAL DATED 3/16/09 ETC Filed 02/26/2010	131-135
NOTE FOR MOTION DOCKET DAY: MT APPRV REFEREE RPT Filed 01/06/2010	31-34
NOTICE OF ABSENCE/UNAVAILABILITY Filed 12/07/2009	9
ORD/FOR MOTION BEFORE JUDGE COOK Filed 02/04/2010	124
ORDER GRANT PARTIAL SUMMARY JDG JUDGE MIKE RICKERT Filed 03/16/2009	1-3
ORDER ON PLTFS MOTION TO VACATE SUMMARY JGMT *DENIED* Filed 02/05/2010	126-127
PLTFS MOTION OBJECTING TO DEFTS MOTION FOR COURT TO APPROVE SALE TO DNR Filed 02/01/2010	66-120
PLTF'S RESPONSE TO DECLAR' OF D DAY ON REFEREE SELECTION Filed 06/29/2009	4-5
REPORT & DECLARATION OF REFEREE Filed 12/10/2009	10-29

EXHIBIT

C

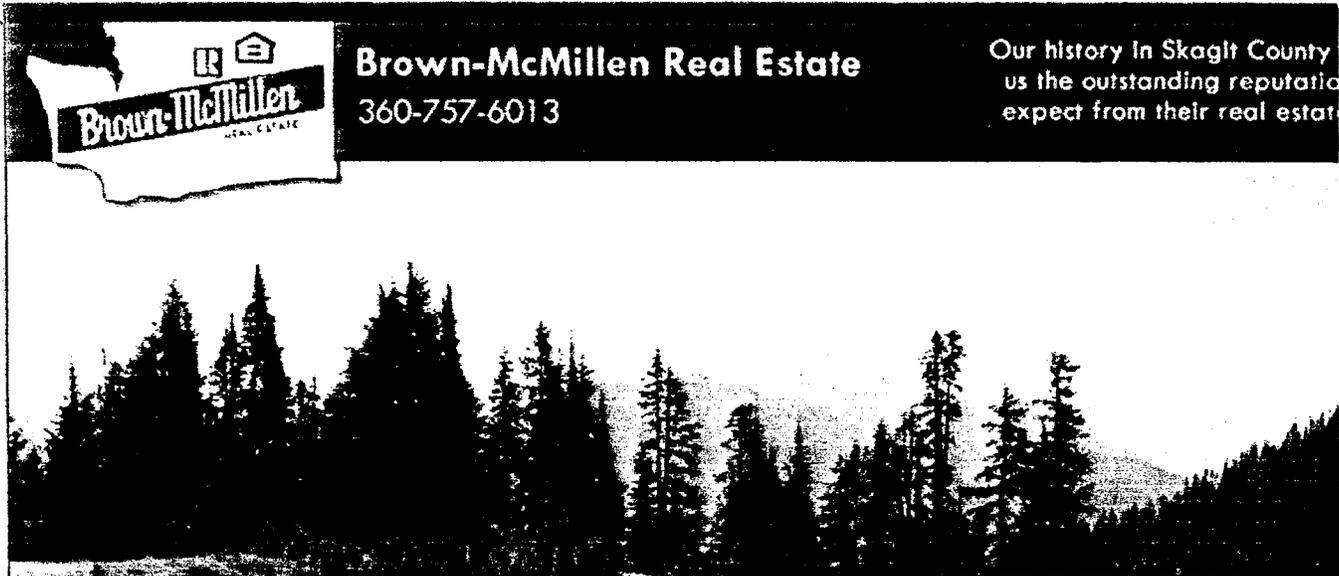
Appellants

Property

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PROPERTY DETAILS:

\$79,500.00

18621 State Route 530
Mount Vernon, WA 98274

MLS# 29110511

40 acres land on the hill above Lake Cavanaugh zoned Industrial Forest so it is not buildable land. Property was previously logged in about 1996 and access road has washed out so no physical access to the property at the present time. Priced at just \$2,000 per acre and could make a good long term investment for the right buyer.

Property is being sold 'as-is' and purchaser is advised to thoroughly investigate all aspects of the property prior to closing.

EXTERIOR FEATURES:

View of Mountain(s)

COMMUNITY:

School District: SDW

TAXES:

Property Tax: \$64.00

Listing courtesy of: Brown McMillen Real Estate

Disclaimer: Information is based on data available to the associate, including county records. The information has not been verified by the associate and should be verified by the buyer.

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JEFF INGMAN

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P.O. Box 541 • 235 West Rio Vista • Burlington, WA 98233
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Sue Sherman
614 106th Place SW
Everett, WA 98204

Sept. 14, 2009

Re: CMA for 18621 State Route 530 NE

Dear Ms. Sherman,

Attached is a CMA report for the remote 40 acre raw property above Lake Cavanaugh which is co-owned by you and Dennis Diedrich. In accordance with this assignment I have conducted an extensive search of the NWMLS statistics for vacant land sales throughout all of Skagit and Snohomish Counties. My search criteria included all vacant land parcels of 20 or more acres that have sold anywhere in either Skagit or Snohomish County within the past 3 year period. From that search I selected the twelve least expensive properties and they sold at prices ranging from a low of \$1,961.54 per acre to a high of \$5,625.00 per acre.

Our list price of \$79,500 for your 40 acre property is at \$1,987.50 per acre. This is roughly equal to the least expensive land sale that has taken place in the past 3 years and helps justify our list price. Remote properties with difficult or non-existent access such as yours rarely come on the market for sale. When they do they typically are purchased by an adjacent owner, a large timber company or the Washington State Department of Natural Resources.

In that regard, on August 6, 2009, I contacted the Land Transaction Manager for the NW Region, Washington State Dept of Natural Resources. After several subsequent conversations he confirmed they do have an interest in purchasing your property. The DNR is currently in the process of getting authority through Olympia to submit a written offer to purchase your property. I'll let you know when we receive their offer or any others on your property.

Also enclosed per your request is the information provided to me by Mr. Day to list property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Ingman', written in a cursive style.

Jeff Ingman
Associate Broker
Brown McMillen Real Estate

cc: David Day, Attorney

Vacant Land 3-Up Comparison Report

Listings as of 09/14/09 at 1:53pm

No Photo Available

No Photo Available



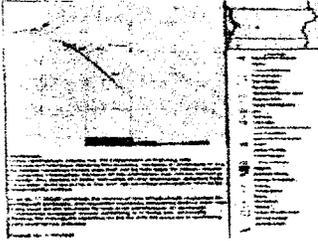
Listing #	26164213	26164102	24146072
Status	Sold	Sold	Sold
Lot #			
Street Address	XXX Woods Creek Rd	XXX 89TH St SE	xxxx Sanders Rd
City	Monroe	Monroe	Machias
Zip Code	98252	98272	98290
Area	760	760	760
Map & Grid	399 C6	399 C6	399 B5
Community	Lake Roesiger	Lake Roesiger	Machias
Owner Name	Undisclosed	Undisclosed	Morgan Estate
Plat			
Lot Size	26.000 ac	36.000 ac	20.000 ac
Acreage	26.000	36.000	20.000
Lot Dimensions			
General Zoning	Forestry	Forestry	Residential
Style	41-Res - 1 Acre +	41-Res - 1 Acre +	41-Res - 1 Acre +
Restrictions	Unknown	Unknown	Unknown
Paved/Sidewalks			
Lot Details			Open Space, Secluded
Lot Location			
Topography	Rolling, Sloped, Swale	Rolling, Sloped, Swale	Level, Sloped, See Remarks
Trees	Evergreens, Heavily Forested	Evergreens, Heavily Forested	Brush, Evergreens
Cleared/Pasture			
Pond / Creek			
Improvements			
Road Access	Access Easement, Privately Mai	Access Easement, Privately Mai	Gravel, Privately Maintained
Water Available			
Water Type	Unknown	Unknown	Unknown
Gas	Not Available	Not Available	Not Available
Electricity	Not Available	Not Available	Not Available
Sewer	Not Available	Not Available	Not Available
Septic	/	/	/
Soil Avail.			
Septic Design			
View			Mountain, Territorial
Waterfront			
Waterfront Ftg.			
School Dist.	Snohomish	Snohomish	Snohomish
Assess Fees			
Taxes/Year/Snr	67/ 2005/	67/ 2005/	56/ 2004/ No
Owner Finance			
List Price	58600.000	98000.000	135000.000
Original Price	58600.000	98000.000	199990.000
Sold Price	57000.000	93000.000	112500.000
CDOM	131	60	364
Listing Date	09/29/06	09/29/06	10/22/04
Off-Market Date	10/24/07	12/14/06	12/19/06
Sold Date	10/22/07	12/05/06	12/19/06
Financing	Cash	Cash	Cash

Presented By: Jeff C Ingman / Brown McMillen Real Estate
 Information From Reliable Sources, But Not Guaranteed.
 Lot Sizes And Square Footage Are Estimates.

Vacant Land 3-Up Comparison Report

Listings as of 09/14/09 at 1:53pm

Page 2



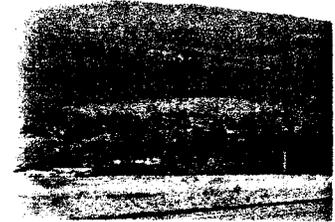
Listing #	24146091	27169476	26130292
Status	Sold	Sold	Sold
Lot #			
Street Address	xxxx Sanders Rd	3-xx Powerline Rd	27433 139th Ave NE
City	Machias	Arlington	Arlington
Zip Code	98290	98223	98223
Area	760	760	760
Map & Grid	399 B5	318 E2	298 C2
Community	Machias	Arlington Heights	Arlington
Owner Name	Morgan Estate	Picot Family Trust	Shamrock Lands
Plat			
Lot Size	20.000 ac	39.480 ac	43.440 ac
Acreage	20.000	39.480	43.440
Lot Dimensions			
General Zoning	Residential	Forestry	Forestry, Residential, See Rem
Style	41-Res - 1 Acre +	41-Res - 1 Acre +	41-Res - 1 Acre +
Restrictions	Unknown	Timber Clause, See Remarks	Manufactured Homes OK, No Restr
Paved/Sidewalks			
Lot Details	Open Space, Secluded		Dead End Street, Secluded
Lot Location		Dead End Street	
Topography	Sloped	Level, Rolling	Gullies, Sloped
Trees	Brush, Evergreens	Comm. Grade Timber, Evergreens	Brush, Lightly Treed
Cleared/Pastrue			
Pond / Creek			
Improvements			
Road Access	Gravel, Privately Maintained,	Access Easement, Privately Mai	Access Easement, Privately Mai
Water Available			
Water Type	Unknown	Unknown	Well Site Approved
Gas	Not Available	Not Available	Not Available
Electricity	Not Available	Not Available	Available
Sewer	Not Available	Not Available	Not Available
Septic	/	/	No /
Soil Avail.			
Septic Design			LPD
View	Mountain, Territorial	Mountain, Territorial	Mountain
Waterfront		Creek	
Waterfront Ftg.			
School Dist.	Snohomish	Arlington	Arlington
Assess Fees			
Taxes/Year/Snr	56/ 2004/ No	85/ 2006/ No	/ / No
Owner Finance			
List Price	135000.000	199950.000	189500.000
Original Price	199990.000	225000.000	179500.000
Sold Price	112500.000	117000.000	172000.000
CDOM	364	455	1579
Listing Date	10/22/04	09/15/07	08/06/06
Off-Market Date	11/22/06	05/19/09	06/06/07
Sold Date	11/17/06	04/14/09	06/05/07
Financing	Conventional	Not Disclosed	Deed of Trust

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Vacant Land 3-Up Comparison Report

Listings as of 09/14/09 at 1:53pm

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Listing #	26050041	25012045	26053148
Status	Sold	Sold	Sold
Lot #	5		
Street Address	XXXX S Lyman Ferry Rd	235 Blue Mountain Rd	XXX Cokedale
City	Sedro Woolley	Sedro Woolley	Sedro Woolley
Zip Code	98284	98284	98284
Area	830	830	830
Map & Grid	66 E5	43 F3	66 A4
Community	Day Creek	Sedro Woolley	Sedro Woolley
Owner Name	Lobo	White, Mike & Terry	Malcolm & Cherise Hiatt
Plat			
Lot Size	26.000 ac	25.000 ac	77.000 ac
Acreage	26.000	25.000	77.000
Lot Dimensions			
General Zoning	Forestry	Forestry	Forestry
Style	44-Recreational	41-Res - 1 Acre +	44-Recreational
Restrictions	Unknown	Timber Clause	Unknown, See Remarks
Paved/Sidewalks			
Lot Details	Secluded	Dead End Street, High Voltage	
Lot Location		Dead End Street, High Voltage	
Topography	Gullies, Level	Gullies, Level, Sloped	Sloped
Trees	Brush, Lightly Treed, Recreati	Comm. Grade Timber, Corners Fl	
Cleared/Pastrue			
Pond / Creek		Comm. Grade Timber, Corners Fl	Corners Flagged, Partially Cle
Improvements			Corners Flagged, Partially Cle
Road Access		Access Easement, Gravel, Paved	
Water Available	Not Available, Unknown		Not Available
Water Type	Not Available, Unkno	Unknown	Not Available
Gas	Not Available	Not Available	Not Available
Electricity	Not Available	Available	Not Available
Sewer	Not Available	Not Available	Not Available
Septic	/	No /	/
Soil Avail.		No	
Septic Design			
View	Mountain, River, Territorial	Mountain, Territorial	
Waterfront	Bank-Low, River	Creek	Creek
Waterfront Ftg.	Approx. 293' Skagit River		
School Dist.	Sedro Woolley	Sedro Woolley	Sedro Woolley
Assess Fees			
Taxes/Year/Snr	42/ 2005 /	1220/ 2006/ No	340/ 2006 /
Owner Finance			
List Price	70000.000	105000.000	178000.000
Original Price	93500.000	99995.000	185000.000
Sold Price	51000.000	81000.000	165000.000
CDOM	220	931	99
Listing Date	04/04/06	01/26/05	04/11/06
Off-Market Date	12/17/06	12/22/06	10/31/06
Sold Date	12/12/06	12/22/06	10/31/06
Financing	Cash	Cash	Conventional

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 Lot Sizes And Square Footage Are Estimates.

Vacant Land 3-Up Comparison Report

Listings as of 09/14/09 at 1:53pm

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No Photo Available



No Photo Available

Listing #	27078064	25072812	26162678
Status	Sold	Sold	Sold
Lot #	A		
Street Address	25611 Lake Cavanaugh Rd NE	XXX Lake Shannon Rd	999 Hwy 20
City	Mount Vernon	Concrete	Marblemount
Zip Code	98274	98237	98267
Area	835	845	845
Map & Grid	58 B5	49 F4	51 A4
Community	Big Lake	Concrete	Marblemount
Owner Name	Noretap	Starke	Honeck
Plat			
Lot Size	21.000 ac	20.000 ac	20.000 ac
Acreage	21.000	20.000	20.000
Lot Dimensions	Irregular		
General Zoning	Forestry, Residential, See Rem	Forestry	Forestry
Style	41-Res - 1 Acre +	41-Res - 1 Acre +	44-Recreational
Restrictions	Manufacturd Homes OK, No Restr	Unknown	
Paved/Sidewalks	Open Space, Paved Street, Secl		
Lot Details	Open Space, Paved Street, Secl		
Lot Location			
Topography	Level, Sloped, Swale, See Rema	Sloped	
Trees	Brush, Evergreens, Partially C		Brush, Lightly Treed
Cleared/Pastrue	Brush, Evergreens, Partially C		
Pond / Creek	Brush, Evergreens, Partially C		
Improvements			
Road Access	County Maintained, County Righ	Gravel	Gravel, Privately Maintained
Water Available	Not Available, Private Well, S		
Water Type	Not Available, Priva	Unknown	Unknown
Gas	Not Available	Not Available	Not Available
Electricity	In Street	Not Available	In Street
Sewer	Not Available	Not Available	Not Available
Septic	/	No/	/
Soil Avail.			
Septic Design			
View	Territorial, See Remarks	Mountain, River	Mountain, River, Territorial
Waterfront	Creek		River
Waterfront Ftg.	700' +/-		
School Dist.	Mount Vernon	Concrete	Concrete
Assess Fees	See Remarks		
Taxes/Year/Snr	75/ 2006/ No	43/ 2005/ No	/ / No
Owner Finance			
List Price	110000.000	79000.000	125000.000
Original Price	110000.000	79000.000	125000.000
Sold Price	105000.000	68000.000	105000.000
CDOM	852	427	145
Listing Date	05/05/07	05/21/05	09/27/06
Off-Market Date	09/04/07	10/09/06	03/02/07
Sold Date	09/04/07	10/06/06	03/01/07
Financing	Deed of Trust	Conventional	Cash

Presented By: Jeff C Ingman / Brown McMillen Real Estate
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Our history in Skagit County has given us the outstanding reputation people expect from their real estate service.

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PROPERTY SEARCH

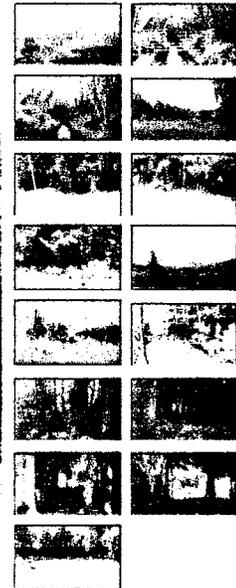
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Concrete Area Vacant Land

Concrete, WA Active

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PROPERTY DETAILS:

\$175,000.00

0 NHN Shannon Lake Rd
Concrete, WA 98237

MLS# 27103614

OFFERS WELCOME spectacular property with views of Sauk Mountain, Cascades, Skagit River and the valley below close to Everett and Shannon lakes for convenient fishing. Ideal for those who enjoy the great outdoors, enjoy their privacy in a park like atmosphere with panoramic views from your meadow on top of a hill. Very nice hiking trail through the forest with cedar groves. Within 1 mile of SR 20 and Concrete. Preliminary Geographic Survey is on file at office. RECENTLY IMPROVED LANE.

EXTERIOR FEATURES:

View of Mountain(s) View of River
Territorial View

COMMUNITY:

School District: CON

TAXES:

Property Tax: \$34.00

Listing courtesy of: RE/MAX Valley Homes

Disclaimer: Information is based on data available to the associate, including county records. The information has not been verified by the associate and should be verified by the buyer.

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125 W. Rio Vista Ave. Burlington, WA 98233 | Broker: Tim Reichert | Email: info@brownmcmillen.com

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Arlington, WA Active

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PROPERTY DETAILS:

\$49,000.00

15010 320th St
Arlington, WA 98223

MLS# 28148286

Spectacular views!!! Overlook the river and valley below, the surrounding hills, and see all the way to Puget Sound. 5.4 acres of secluded paradise! A few good areas for a building site. Underground power at the road. Owner will finance too!

EXTERIOR FEATURES:

View of Mountain(s) See remarks concerning view

COMMUNITY:

School District: AR

TAXES:

Property Tax: \$0.00

Listing courtesy of: Keller Williams Rly Marysvle

- Disclaimer: Information is based on data available to the associate, including county records. The information has not been verified by the associate and should be verified by the buyer.

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CMA Report
Sorted by Area (asc), Price (asc)

Listings as of 09/14/09 at 1:52pm

Page 1

VACANT LAND

SOLD Properties

Address	City	Map	Acre	SqFt	Year	Date	\$/Acre	CDOM	Orig Price	List Price	Sale Price	SP % LP
XXX Woods Creek Rd	Monroe	399, C6	26.000	26.000ac		10/22/07	2,192.31	131	58,600	58,600	57,000	97.27
XXX 89TH St SE	Monroe	399, C6	36.000	36.000ac		12/05/06	2,583.33	60	98,000	98,000	93,000	94.90
xxxx Sanders Rd	Machias	399, B5	20.000	20.000ac		12/19/06	5,625.00	364	199,990	135,000	112,500	83.33
xxxx Sanders Rd	Machias	399, B5	20.000	20.000ac		11/17/06	5,625.00	364	199,990	135,000	112,500	83.33
3-xx Powerline Rd	Arlington	318, E2	39.480	39.480ac		04/14/09	2,963.53	455	225,000	199,950	117,000	58.51
27433 139th Ave NE	Arlington	298, C2	43.440	43.440ac		06/05/07	3,959.48	1579	179,500	189,500	172,000	90.77
XXXX S Lyman Ferry Rd	Sedro Woolley	66, E5	26.000	26.000ac		12/12/06	1,961.54	220	93,500	70,000	51,000	72.86
235 Blue Mountain Rd	Sedro Woolley	43, F3	25.000	25.000ac		12/22/06	3,240.00	931	99,995	105,000	81,000	77.14
XXX Cokedale	Sedro Woolley	66, A4	77.000	77.000ac		10/31/06	2,142.86	99	185,000	178,000	165,000	92.70
25611 Lake Cavanaugh Rd N	Mount Vernon	58, B5	21.000	21.000ac		09/04/07	5,000.00	852	110,000	110,000	105,000	95.45
XXX Lake Shannon Rd	Concrete	49, F4	20.000	20.000ac		10/06/06	3,400.00	427	79,000	79,000	68,000	86.08
999 Hwy 20	Marblemount	51, A4	20.000	20.000ac		03/01/07	5,250.00	145	125,000	125,000	105,000	84.00
Listing Count 12		Averages	31.160				3,661.92	469	137,798	123,588	103,250	83.54
		High	172,000	Low	51,000	Median	105,000					
Report Count 12		Report Averages	31.160				3,661.92	469	137,798	123,588	103,250	

Presented By: Jeff C Ingman / Brown McMillen Real Estate Phone: 360-202-2859

Featured properties may not be listed by the office/agent presenting this brochure.

(0040 -0)

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EXHIBIT - E

PART III. LOCAL CIVIL RULES (Cite as SCLCR)

1. INTRODUCTORY (Rules 1-2A) [Reserved]

2. COMMENCEMENT OF ACTION; SERVICE OF PROCESS, PLEADINGS, MOTIONS AND ORDERS (Rules 3-6)

RULES 3-5. [Reserved]

RULE 6. TIME

(d) For Motions

(1) *Notes for Motion Calendar.* Notes for the Motion Calendar shall be filed with the clerk of the court and served on all parties at least nine (9) court days before the hearing. All Notes for the Motion Calendar must comply with SCLCR 84.

(2) *Timing for Service of Motions, Responses, Replies and Proposed Orders.*

(i) *Motions.* Motions, other than Summary Judgment motions, shall be filed and served upon all parties at least nine (9) court days before hearing. When a motion is supported by affidavit or other documents, the affidavit and other documents shall be served with the motion.

(ii) *Responses.* Responses shall be filed and served on all parties at least four (4) court days before hearing. Affidavits and other supporting documents shall be served with the Response.

(iii) *Replies.* Replies shall be filed and served on all parties at least two (2) court days before hearing. Affidavits and other supporting documents shall be served with the Reply.

(iv) *Proposed Orders.* A proposed form of order, which the Court may adopt, modify, or reject consistent with the decision of the Court, shall be served with the motion or response to motion.

(A) *Originals of Proposed Orders.* Originals of proposed orders shall be retained by counsel for presentation at the hearing on the motion.

[Adopted September 1, 2009]

3. PLEADINGS AND MOTIONS (Rules 7-16)

RULE 7. Pleadings Allowed; Form of Motions; Motions Practice

(b) Motions and Other Papers

(1)-(4) [Reserved]

(5) *Telephonic Argument.* Oral argument on civil motions, including family law motions, may be heard by conference telephone call at the discretion of the court.

(i) The CourtCall Telephonic Appearance Program ("CourtCall"), 1-888-882-6878, organizes a procedure for telephonic appearance by attorneys or pro se parties. CourtCall is available for motions with prior approval of the court only. Each party wanting to appear telephonically shall notify the Court Administrator's Office at (360) 336-9320 of the request. Counsel shall provide the court with an original proposed order with their Judge's copies prior to appearing telephonically.

EXHIBIT F

James H James
23625 35th Ave W
Brier, WA 98036
Ph: 425-483-1275

February 7th 2010

THIS IS MY DECLARATION

This is the second time I have been witness to Judge Susan B. Cook throwing a fit in her court room.

From the beginning Sue Sherman has been denied a Jury Trial that she paid for. Seven days before the Trial the County cancelled it, their excuse was Sherman did not tell them she wanted a trial by jury. This is at best a lame excuse by anybody's standard with an I.Q. higher than a rock. When you pay for something of course, you want it! If I did not pay my taxes and used this excuse I would be laughed out of court, if there was any doubt pickup the phone and ask. This is not rocket science at some point common sense needs to kick in. There is not that many jury trials held at this court house.

Prior to this, a referee was appointed to sell her property, because the court said there was no way to divide this property other then sale. Judge Susan B. Cook who practices law on a daily basis was wrong.

Sue Sherman was on vacation during the month of January, she posted this fact with the court, and Defendants Attorney. When she returned on February 1st she found she had a court hearing in four days. The law states that you get nine days to prepare; Judge Susan B. Cook denied her this right. At the hearing Miss Sherman introduced new evidence that the land could legally be split. In talking to Grace Roeder from the Skagit County Planning and Development Department who informed her that the land could be split by Interest. This would allow the Defendant to comply with the previous court order and do a survey on the land; this would determine what each party's interest was. Then each party could sell or retain their part. Defence Attorney David Day also contacted Grace Roeder and confirmed this to be true. This was a win win for both sides and would have ended this trial. Sue Sherman also contested the way the referee handled the listing, because he listed the property in the wrong city, and did not list that the property had power and the picture was not her property. When she tried to correct him, he would just hang up on her. Would you trust this person as acting in your best interest?

Throughout Sue Sherman's testimony, Judge Susan B. Cook interrupted stating that this was just hear say and that Sue Sherman did not know what she was talking about.

Let me remind you both sides agreed that the property could be split by Interest and so did the County. The only person who did not know what they were talking about was the Judge, instead of checking, she dismissed it as here say, and ordered the property be sold

to the D.N.R. Sue Sherman told the judge there was a lawsuit with the D.N.R. pending for destroying the road to the property and lessening the value. Again, the judge interrupted and would not let her finish, when Sue Sherman asked for her fair time in court, she was denied.

We watched many other cases that day before this Judge, she did not do any of this to the Attorneys, and they all got their time. The case before Sue Sherman lasted forty minutes with not one interruption from the judge. Mrs. Sherman was not even allowed three minutes. Again and again she was interrupted by the Judge stating that Mrs. Sherman did not know the law, but in fact it was the Judge that did not know the law, and would not give Sue Sherman time to explain. Let me state again this was not contested by either side or the County Planning and Development. The only person against this was Judge Susan B. Cook who was wrong.

How can anybody get a fair trial, if the Judge refuses or will not allow you to explain. I am sure Susan Cook would not stand for or appreciate this type of treatment! Judge Cook plans to sell the property to the Dept of Natural Resource (D.N.R.) not for the value before the D.N.R. destroyed the road \$120,000.00, per twenty acre parcel not for the listed price by the referee for \$79,500.00, but the reduced price of \$63,000.00 for the whole forty acres. I believe this is out right theft, and now believe Judge Cook is acting to cover up the law suite of another State agency and Sue Sherman still does not get her jury trail that she paid for and has reminded the court every time she appeared.

Is there any wonder that Sue Sherman did not trust the Judge and wanted and paid for a jury trial!

I also believe the court is guilty of charging for a jury trial when they had no intention of allowing it, and will not answer any of Sue Sherman's concerns about it. I believe this to be out right theft.

I believe Judge Susan B Cook intention was never to settle this case because it could have been settled fairly when the uncontested evidence was placed before her. Instead, she threw a temper tantrum and claimed nobody knew what they were talking about, when in fact the only person who did not know what they were talking about was her.

I believe her only intention was to sell the land to the D.N.R to avoid the pending lawsuit against them.

I believe, a Judge that cannot admit they made a mistake and throws a fit when they are corrected is no Judge. Why should anyone follow the law when the judicial system will not?

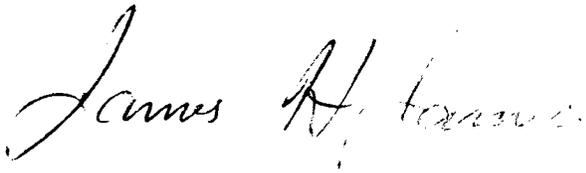
I believe it is never too late to do the right thing. We release prisoners when the court finds they made a mistake, even after fourteen and fifteen years, But, in this case if the land is sold who will pay Sue Sherman for the courts negligence. I am sure Judge Susan

B. Cook would not want to be responsible. Maybe we should sell her property to pay for her mistake.

In closing, let me state again this was uncontested evidence, the only person that did not agree was the Judge. Who I now feel was incompetent to hear this case, and needs angry management classes.

If in doubt, please contact Grace Roeder at 360-336-9410. Skagit County Planning and Development Department

Tired of temper tantrums and incorrect judges.

A handwritten signature in cursive script that reads "James H. James". The signature is written in black ink and is positioned above the printed name.

James H James

EXHIBIT

G

7.52.360

Referees or guardians not to be interested in purchase.

Neither of the referees, nor any person for the benefit of either of them, shall be interested in any purchase, nor shall the guardian of an infant be an interested party in the purchase of any real property being the subject of the suit, except for the benefit of the infant. All sales contrary to the provisions of this section shall be void.



PLANNING & DEVELOPMENT SERVICES

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TIM DEVRIES, CBO
Building Official

February 9, 2010

Sue Sherman
614 106th Place SW
Everett, WA 98204

RE: Parcel P18495

Dear Ms. Sherman:

On Tuesday, February 9, 2010 I was requested by you to provide a "declaration" in regard as to whether or not there may be Skagit County regulations in place relating to the conveyance of interest in a parcel of property.

I have been advised by Skagit County legal counsel that it would be inappropriate to respond to this inquiry. It is advised that you seek the advice of legal counsel.

Sincerely,


Grace Roeder, Senior Planner
Planning & Development Services

EXHIBIT
H C

**SKAGIT COUNTY PROSECUTING ATTORNEY
RICHARD A. WEYRICH**

CRIMINAL DIVISION

CHIEF CRIMINAL DEPUTY
ROSEMARY KAHOLOKULA

SENIOR CRIMINAL DEPUTIES

ERIK PEDERSEN
TRISHA D. JOHNSON
EDWIN N. NORTON

CRIMINAL DEPUTIES

ERIN C. DYER
SLOAN G. JOHNSON
KAREN L. PINNELL
MELISSA W. SULLIVAN
PAUL W. NIELSEN
RUSSELL BROWN
MELANIE STUM

605 S. THIRD
MOUNT VERNON, WA 98273
PHONE (360) 336-9460
FAX (360) 336-9347

CIVIL DIVISION

CHIEF CIVIL DEPUTY
WILLIAM W. HONEA

CIVIL LITIGATOR
PAUL H. REILLY

CIVIL DEPUTIES

MELINDA B. MILLER
ARNE O. DENNY
STEPHEN R. FALLQUIST
JILL DVORKIN
RYAN WALTERS

FAMILY SUPPORT DIVISION

CHIEF FAMILY SUPPORT DEPUTY
KURT E. HEFFERLINE

SENIOR FAMILY SUPPORT DEPUTY
GWEN L. HALLIDAY

February 25, 2010

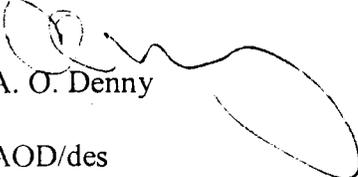
Sue Sherman
614 106th Place SW
Everett, WA 98204

Re: Sue Sherman v. Dennis Diedrich
Skagit County Superior Court No. 08-2-00439-5
Subpoena Duces Tecum to Grace Roeder

Dear Ms. Sherman,

You have had Grace Roeder served with a subpoena duces tecum. In that subpoena duces tecum you ask that she produce a declaration or statement "regarding Division of land by Interest as to Parcel no. P18495." No such document exists. Therefore, Ms. Roeder is unable to comply with your subpoena duces tecum.

Sincerely,


A. O. Denny
AOD/des

EXHIBIT

I

U

EXHIBIT-J

SKAGIT COUNTY SUPERIOR COURT, STATE OF WASHINGTON

SUE SHERMAN,)	Case No. 08-2-00439-5
)	
Plaintiff)	Report and Declaration of Referee
)	
vs.)	
)	
DENNIS DIEDRICH,)	
)	
Defendant)	

Comes now the Referee, Jeffrey C. Ingman, duly appointed by the court on June 29, 2009 and reports to the court as follows:

1. After appointment, I conferred with both parties being Ms. Sherman and Mr. Diedrich about their wishes. The subject property is 40 acres of unimproved raw land which is zoned Industrial Forest so is not possible under current zoning to be used for residential purposes. It is located approximately one mile from a public roadway and the access road into the property washed out some time ago making the property accessible only by foot currently. The property was logged approximately 10 years ago and the current Highest & Best Use of the property is for growing timber. Likely it will be a minimum of 20 to 30 years before the timber will be large enough to be harvested again. Properties such as this rarely sell on the open market as there is a very limited demand, and there were no recent comparable sales available nearby to utilize in establishing market value. Based on my 38 years of experience in real estate I felt the property was most likely worth between \$1,000 and \$2,000 per acre and that opinion is what I used in setting the list price of the property at \$79,500.

2. The State of Washington owns the adjoining property and knowing that the most likely purchaser for a property such as the subject would be an adjoining owner I contacted the state. On 8/6/09 I was informed by State Land Transaction Manager, Paul McFarland of the Washington State Department of Natural Resources (DNR), that the state had a definite interest in the property. He stated as part of their process that he would need to send a prospectus to Olympia allowing them to proceed and the process could take 90 to 120 days just to get to the point that they would be able to submit a written offer on the property. I informed him that the property is listed on the NW Multiple Listing Service and that we would continue to market the property, but I would inform him if another offer came in before they completed their process.

3. On 12/3/09 I received a Purchase and Sale Agreement from the DNR, and the purchase price as stated in the attached agreement is \$63,000. Per Paul McFarland who submitted the offer to me the offered price was based on a current market value appraisal which the State of Washington recently contracted to have done on the subject property.

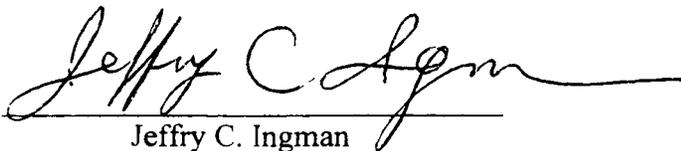
4. On 12/3/09 I contacted Dennis Diedrich and informed him of the offer. On 12/5/09 Mr. Diedrich met with me, reviewed the offer then signed his acceptance of the offer.

5. On 12/3/09 I also contacted Sue Sherman and informed her of the offer. She stated that she would not sell the property for anything less than the \$79,500 list price. Furthermore she stated she was leaving on vacation next week and would be gone until the end of next month. When I asked her if I could contact her on her cell phone she stated she would not answer a business call while on vacation and wouldn't return any of my calls until after she returned.

6. I recommend the court determine that \$63,000 which was based on a state ordered market value appraisal represents a good and fair price for the property. There has been no other interest in the property even though it has been on the market for several months. I believe that this is as good a price as will be obtained, given the present market conditions and the lack of amenities and other marketable aspects of this property which would enhance property values.

7. The commission on this sale will be 10% of the sale price which is as consistent with Brown McMillen's Office Procedure Manual for commission rates to be charged on vacant land. I recommend that the court authorize this sale in accordance with the attached Purchase and Sale Agreement from the Department of Natural Resources.

Executed under penalty of perjury this 7th day of December, 2009, at Burlington, WA



Jeffrey C. Ingman

Copy Mailed to:

Sue Sherman
614 106th Place SW
Everett, WA 98204

Dennis Diedrich
5512 S 1st Avenue
Everett, WA 98203

David Day, Attorney at Law
PO Box 526
Burlington, WA 98233



WASHINGTON STATE DEPARTMENT OF
Natural Resources

**AGREEMENT FOR
PURCHASE AND SALE OF VACANT REAL ESTATE**

FRAILEY FORTY

THIS AGREEMENT is made as of the ____ day of _____, 20 ____, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources (hereinafter referred to as "State") and Dennis Diedrich and Sue Sherman, each as their separate property with indeterminate, undivided interests, (hereinafter referred to as "Seller").

WHEREAS, Seller is the owner of certain real property located in Skagit County, Washington; and

WHEREAS, Seller desires to convey said real property to State, and State desires to acquire said real property.

NOW, THEREFORE, in exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by Seller and State, it is agreed as follows:

SECTION 1 PROPERTY

Seller shall sell and convey to State, and State shall purchase and accept from Seller, all subject to the terms and conditions of this Agreement, that certain real property located in Skagit County, Washington, the legal description of which is set forth on Exhibit A attached hereto and incorporated by this reference herein, together with the following:

- (i) All rights, tenements, hereditaments, easements, associated tidelands, and appurtenances, including, but not limited to, any rights, title and interest of Seller in and to all trees, crops, oil, gas, sand, gravel, water rights, or mineral rights;
- (ii) All improvements, if any, and other items located upon or within said real property;
- (iii) All easements, rights-of-way and other rights used in connection with said real property, including but not limited to rights to adjacent streets, roads, alleys and rights-of-way;

- (iv) All permits, plans, licenses, surveys, consultant's reports on all matters, including but not limited to soils, engineering, traffic, environmental matters, and wetlands made by, for or on behalf of Seller with respect to the property, and an assignment of all representations and warranties made therein to Seller.

The parcel of land, together with the improvements, rights and interests described above, are collectively referred to herein as the "Property."

SECTION 2 PURCHASE PRICE

2.1 Amount. The purchase price ("Purchase Price") to be paid for the Property shall be the sum of SIXTY THREE THOUSAND U.S. Dollars (\$63,000)

2.2 Payment. Purchase Price shall be paid into escrow by a State warrant or wire transfer payable to the Escrow Company on the Closing Date as defined below.

2.3 Compensating Tax. State shall pay any and all compensating tax that may come due as a result of this transaction.

SECTION 3 CLOSING

3.1 Closing Date. "Closing," "Closing Date" or "Date of Closing" as those terms are used herein, shall mean the date upon which all documents are recorded and monies paid to complete the purchase contemplated herein. The Date of Closing shall be as soon as practical to facilitate an orderly closing but no later than January 15, 2010 unless otherwise agreed in writing by the parties.

3.2 Escrow. This transaction shall be closed in escrow at Land Title Company of Skagit County, which shall be arranged by State within ten (10) days of execution of this Agreement. The parties shall deposit the necessary documents and funds in escrow sufficiently in advance of the Closing Date to facilitate an orderly closing. State and Seller shall each pay one-half of the Escrow Company's fee.

SECTION 4 CONVEYANCE, TITLE INSURANCE AND POSSESSION

4.1 Possession. State shall be entitled to possession of the Property on the Closing Date, but State shall have a right of entry pursuant to Section 5 below.

4.2 Form of Deed. On the Closing Date, Seller shall convey title to the Property to State by Statutory Warranty Deed, free and clear of all assessments, monetary liens or encumbrances securing the payment of money, and subject only to any other encumbrances or defects accepted by State in writing.

Said deed shall be in the same form and format as Exhibit B attached hereto and incorporated by this reference herein.

4.3 Preliminary Commitment.

- (a) State has obtained a preliminary commitment for an ALTA Owner's Standard Coverage Policy of title insurance (hereafter "Preliminary Commitment") from Land Title Company of Skagit County. Seller further warrants that title shall be good, marketable and insurable subject only to the exceptions approved by State pursuant to subsection 4.3(b).
- (b) Within thirty (30) days of execution of this Agreement, the State shall notify the Seller in writing of any exceptions thereto which are wholly or conditionally acceptable to the State (hereafter "Title Notice"). Following giving of Title Notice, if additional encumbrances affecting the Property arise, State shall have twenty (20) days from receipt thereof to review and approve these additional items. Failure of the State to so approve in writing any exception to Seller's title shown in the Preliminary Commitment or arising thereafter shall be deemed to be a disapproval of such exception.

4.4 Policy Condition of Closing. Seller shall, prior to or at the Closing Date, at its sole cost and expense, undertake (by the exercise of its reasonable efforts and with due diligence) to remove, eliminate or modify any exceptions not acceptable to State. Closing shall be conditioned upon Title Company issuing its ALTA Owner's Standard Coverage Policy insuring fee title to the Property in the name of State in the amount of the Purchase Price, subject only to (i) the printed form exceptions contained in the ALTA Owner's policy and (ii) such exceptions accepted by State.

4.5 Use of Purchase Price. Purchase Price to be paid by State to Seller at Closing may be used in whole or in part by Seller by and through the Escrow Company to remove any liens, liabilities, or encumbrances which Seller is to have removed.

4.6 Cost of Policy. Seller shall be responsible for the cost of the Title Insurance Policy. State shall be responsible for requesting and for paying the cost of any additional endorsements, co-insurance policies and reinsurance certificates issued by Title Company at State's request.

SECTION 5 STATE'S RIGHT AFTER ACCEPTANCE

5.1 Inspection. After the date of this Agreement, Seller shall permit State and/or its designated agents to enter upon the Property at all reasonable times for the purpose of conducting environmental assessments and investigating the Property and the physical condition thereof, including, without limitation, soil, water, and air conditions, and the condition of improvements, if any, upon the Property. Inspections by State, if any, shall not be construed as estopping actions upon any warranty made herein.

5.2 Studies.

- (a) **State Studies.** State shall have the right to prepare, or have prepared, appraisals, market and engineering studies, soils tests, feasibility studies, surveys, resurveys or survey updates, environmental investigations and such other tests, studies or investigations (all of which are collectively referred to as the "State's Studies") with respect to the Property. State shall be solely responsible for costs of all State's Studies.
- (b) **Termination.** If the State determines at its sole discretion that State's Studies indicate the Property is not suitable for the intended use by State or the Property presents risk of liability unacceptable to State, State may terminate this Agreement without further obligation.

5.3 Subsequent Acts. Between the date of this Agreement and the Closing Date, Seller shall maintain the Property and keep the Property in condition at least as good as on the date of this Agreement. Seller shall not remove any timber, harvestable crop, improvements, minerals, sand, gravel, or other item from the Property after the date of this Agreement without prior, written approval by State.

SECTION 6 CONTINGENCIES

6.1 Conditions. State's obligations under this Agreement are subject to and contingent upon the following:

- (a) The truth and accuracy as of the Closing Date of all representations and warranties of Seller set forth in this Agreement or in any instrument or document delivered by Seller to State.
- (b) The delivery by Seller to State on or prior to the Closing Date of all documents and instruments required by the terms of this Agreement.
- (c) The performance on or prior to Closing by Seller of all acts required under this Agreement.
- (d) The absence at Closing of any violation of any federal, state or local law, rule, regulation or ordinance affecting the use, occupancy or condition of the Property.
- (e) The absence at Closing of any failure to comply with the order of any court, government authority or agency pertaining to the Property or the use, occupancy or condition of the Property.

- (f) The absence at Closing of any proceeding or threat of any proceeding to condemn all or any part of the Property by a proceeding in eminent domain.
- (g) Conveyance of acceptable title as provided in Section 4.
- (h) Approval of State's Studies pursuant to subsection 5.2

6.2. Waiver. If any condition specified in Section 6.1 is not met at Closing, State may waive such condition in writing, State may complete this transaction and seek appropriate remedies, or State may terminate this Agreement without any further liability. Upon such termination, any monies deposited by State pursuant to this Agreement, together with all interest earned thereon shall be promptly returned to State.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to State. Each of these representations and warranties is material and is relied upon by State. Each of the representations and warranties shall be deemed accurate through Closing and shall survive Closing.

7.1 Title. Title to the Property is vested in Seller.

7.2 No Liabilities. There exists upon the Property no condition which is in violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in the public records which affects the Property.

7.3 Correctness. All information furnished by Seller to State with respect to the Property is accurate and true.

7.4 Litigation. To the best of Seller's knowledge, there is no pending or threatened litigation affecting the Property or any portion thereof, including but not limited to alleged violation of federal, state or local environmental laws. Neither Seller nor its predecessors have received any notice relating to a breach or suspected breach of any environmental laws.

7.5 Condition of Property. To the best of Seller's knowledge, Seller represents and warrants the following: there are no apparent or latent defects in the Property; the Property does not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCBs) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil, or sites of known hazardous material releases other than those indicated and described by exhibit attached hereto; and the Property is free from the presence of hazardous waste or materials and no hazardous waste or materials have been generated, stored, released, disposed of, or transported over, on or within the Property. The term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now in effect, including but not limited

to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ' 9601, et seq., and the Model Toxics Control Act, RCW 70.105D. Seller has no undisclosed knowledge of any fact or condition that would materially impair the market value of the Property, would materially increase the cost of operating the Property or would be inconsistent with the terms of this Agreement.

7.6 Authorization. Seller has the right and authority to enter into this Agreement and all documents contemplated by this Agreement, to make the representations and warranties set forth herein and to perform this Agreement in accordance with its terms. Neither the execution of this Agreement nor its performance by Seller will conflict with or result in the breach of any mortgage, deed of trust, encumbrance, restriction, covenant, agreement or other undertaking whatever.

7.7 Vacancy. No one is presently occupying the Property, either with or without Seller's permission.

SECTION 8 INDEMNITY AND HOLD HARMLESS

Seller agrees to indemnify, defend with counsel acceptable to State, and hold harmless State, its agencies, employees, officers and agents from (a) all liabilities, losses, claims, demands, damages, assessments, costs and expenses (including reasonable attorneys' and consultants' fees) of every kind (hereafter "Liabilities") resulting from, arising out of or relating to the breach by Seller of any of its warranties, representations or covenants contained in this Agreement and (b) all Liabilities arising under, resulting from or arising out of any activities of Seller, its agents, employees, contractors, subcontractors, permittees, or licensees at the Property prior to or at Closing, including but not limited to the use, disposal, transportation, generation, or sale of hazardous material as defined in subsection 7.5.

SECTION 9 DESTRUCTION OR CONDEMNATION

Seller shall bear the risk of loss prior to Closing. If, on or before the Closing Date, either the Property is materially damaged, or condemnation proceedings are commenced with respect to the Property, State shall have the right, at its sole election, by giving notice to Seller, either to terminate this Agreement or to purchase the Property in accordance with this Agreement. If State elects to terminate this Agreement, all rights and obligations of Seller and State shall terminate. If State elects to purchase the Property in accordance with this Agreement, State shall be entitled to all insurance proceeds or condemnation awards payable by reason of such damage or condemnation. In the event there is no insurance or inadequate insurance to cover the damage, State shall be entitled to a reduction in the Purchase Price equal to the market value of the Property destroyed or damaged. Seller shall immediately give notice to State upon the occurrence of any damage to the improvements on the Property or the initiation of any condemnation proceedings affecting the Property. The term "material damage" as used in this section shall mean any damage or destruction that represents more than 10 % of the Purchase Price.

SECTION 10 CLOSING AND CLOSING COSTS

Prior to or on the Closing Date, Seller and State shall deposit the following documents and funds in escrow, and the Escrow Company shall close the escrow in accordance with the instructions of State and Seller consistent with this Agreement:

10.1 Seller Obligations. Seller shall deposit the following:

- (a) duly executed and acknowledged Statutory Warranty Deed conveying the Property to State and a Real Estate Excise Tax Affidavit;
- (b) escrow instructions, as required of Seller to close this transaction in accordance with this Agreement;
- (c) if Seller is a corporation or partnership, a certified resolution authorizing the execution of all documents delivered at the Closing;
- (d) pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, a nonforeign affidavit, stating that Seller is not a foreign person and providing Seller's United States taxpayer identification number. If Seller is not able to certify that it is not a "foreign person," State is authorized to withhold a portion of the purchase price at closing for U. S. Income Tax purposes; and
- (e) such other instruments or documents as may be required pursuant to the provisions hereof or as mutually agreed by Seller and State to be necessary to fully consummate the transaction contemplated hereby.

10.2 State Obligations. State shall deposit the following:

- (a) The Purchase Price; and
- (b) such other funds and documents, including without limitation, escrow instructions as are required of State, to close the purchase in accordance with this Agreement.

10.3 Prorations. All rents and other income, if any, and water, sewer, utility and maintenance charges, and any other expenses with respect to the operation of the Property shall be prorated between Seller and State as of the Closing Date, and to the extent information then available, such proration shall be made as of the Date of Closing. Such proration shall be adjusted and completed after the Closing Date as and when complete information becomes available, and State and Seller agree to cooperate and use their best efforts to complete such prorations not later than sixty (60) days after the Closing Date. No insurance prorations shall be made. Seller shall pay any assessments charged against the Property in full prior to or at Closing. Seller shall pay all real estate taxes and personal property taxes, if any, through the Date of Closing. In the event

Seller has prepaid any real estate taxes, Seller may seek a refund from the appropriate county official; State shall have no obligation to refund or pay any such amount to Seller. Seller shall pay any real property excise tax due, and the cost of any revenue stamps, if applicable, required to complete this transaction. State will pay recording fees.

SECTION 11 SURVIVAL

The representations, warranties, indemnification and obligations (to the extent such obligations are not fully performed at closing) contained herein are intended to be operative after delivery of Seller's deed to the Property in order to be fully effective and shall be deemed not to have merged in the deed.

SECTION 12 REAL ESTATE COMMISSION

Seller shall pay any real estate commission payable in connection with this transaction. Any real estate agent or broker acting in this transaction shall be deemed to be the sole agent of Seller.

SECTION 13 NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given upon personal service or receipt after deposit in the United States first class mail addressed as follows:

To Seller:

Dennis Diedrich and Sue Sherman
614 106th Place SW
Everett, WA 98204

To State:

Department of Natural Resources
Asset and Property Management Division
ATTN: Debi Van Buren
P. O. Box 47014
1111 Washington Street, 4th Floor
Olympia, WA 98504-7014

The foregoing addresses may be changed by written notice.

SECTION 14 MISCELLANEOUS

14.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. No other prior and contemporaneous negotiations, understandings and agreements, whether oral or written shall be deemed to exist or bind any of the parties hereto.

14.2 Binding Nature. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, assigns, administrators, executors and marital communities, if any, of the parties hereto.

14.3 Washington Law. This Agreement shall be construed, interpreted and enforced pursuant to the laws of the state of Washington. Venue shall be in Thurston County. The terms of this Agreement shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party hereto.

14.4 Time of the Essence. Time is of the essence of this Agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington State, performance shall be deemed to be timely rendered if so rendered on the next business day.

14.5 Captions. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

14.6 Invalidity. If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions hereof.

14.7 Counterparts. This Agreement may be signed in counterparts, any one of which shall be deemed an original.

14.8 Date of Agreement. The date of this Agreement shall be the date on which the last party executes this Agreement. Said date shall be inserted on the first page hereof when such date is determined.

14.9 Good Faith. Both parties shall act reasonably and in good faith in order to consummate this transaction, and Seller shall neither sell nor dispose of any of the Property nor cause or suffer the creation of any matter of record, or defect in the title to the Property for the purpose of avoiding its obligation to close.

14.10 Default. In the event that either party defaults in the performance of any of that party's obligations under this Agreement, the non-defaulting party shall have all remedies available in law or equity, but neither party shall be liable for consequential damages.

14.11 Attorneys' Fees and Costs. If either party is required to retain an attorney to bring suit or seek arbitration to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, paralegal fees, accountant and other expert witness fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, including those incurred on appeal, in addition to all other amounts provided by law, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default.

14.12 Assignability. This Agreement shall not be assigned without the prior written consent of the other party except as provided hereafter. Seller may wish to gain certain tax benefits available to Seller under I.R.C. §1031 by using a qualified intermediary to facilitate a delayed exchange for the Property to be conveyed under this Agreement. The qualified intermediary shall be released from any obligations under this Agreement. Seller shall remain fully liable to perform all obligations under this Agreement, including but not limited to Seller's representations, warranties and indemnification regarding the Property. Seller shall convey the Property directly to State. The success or failure of the anticipated tax consequences from the I.R.C. §1031 delayed exchange shall not be deemed a term, condition, or contingency of this Agreement, nor shall such tax consequences be deemed a legal excuse for nonperformance by Seller.

14.13 Advice of Counsel. Seller acknowledges that it has had an opportunity to seek independent legal advice regarding the transaction.

14.14 Submission. This Agreement must be executed by Seller, and an original delivered to State, at the address set forth in this Agreement, on or before 4:00 p.m. on December 9, 2009, to be considered by State. This Agreement shall not be binding upon State until signed by an authorized representative of State.

SECTION 15 CONTINUING FORESTLAND OBLIGATIONS

Seller acknowledges that the Property is subject to certain continuing forestland obligations applicable to the property under the forest practices rules adopted pursuant to RCW 76.09.070, including but not limited to the continuing obligations, if any, listed on the notice which is attached hereto as Exhibit C (the "Continuing Obligations"). At or before Closing, Seller agrees to sign and deliver to State the original of the Continuing Obligations notice or such other notice that indicates the Seller's knowledge of the Continuing Obligations as may be required by the Washington Department of Natural Resources ("DNR") at the time of Closing. At Closing, Seller shall send the executed notice to the appropriate DNR region office of jurisdiction, in accordance with the requirements of RCW 76.09.390. As of Closing, State assumes and agrees to perform the Continuing Obligations in a timely fashion at State's sole cost and expense, unless otherwise provided for herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year set forth opposite their respective names.

SELLER:

Dennis Diedrich

Dated: Dec 5th 09

By: Dennis Diedrich

SELLER:

Sue Sherman

Dated: _____

By: _____

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____

By: _____
Peter Goldmark
Commissioner of Public Lands

Affix the Seal of the Commissioner
of Public Lands

Standard Vacant Land Purchase and Sale Agreement
Approved as to Form on 12/19/2007
by Michael Rollinger
Assistant Attorney General
State of Washington

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me **Dennis Diedrich**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 5TH day of DECEMBER, 2009



Timothy K Reichert

Notary Public in and for the State of Washington, residing at BURLINGTON.

My appointment expires 12-1-2011.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this day personally appeared before me **Sue Sherman**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State of Washington, residing at _____.

My appointment expires _____.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

EXHIBIT A

FRAILEY FORTY

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 33 North, Range 6 East, W.M.
Situate in the County of Skagit, State of Washington

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B

AFTER RECORDING RETURN TO:
Department of Natural Resources
Asset Management & Recreation Division
Asset Planning and Transactions Section
PO Box 47014
Olympia, WA 98504-7014

STATUTORY WARRANTY DEED

Skagit County

Grantor: Dennis Diedrich and Sue Sherman
Grantee: STATE OF WASHINGTON, acting by and through the Department of
Natural Resources
Legal Description: The Southwest ¼ of the Southeast ¼ of Section 35, Township 33 North,
Range 6 East, W.M.
Tax Parcel Number: 330635-4-002-0004

THE GRANTOR, Dennis Diedrich and Sue Sherman, for and in consideration of SIXTY
THREE THOUSAND U.S. DOLLARS (\$63,000) in hand paid, conveys and warrants to the
STATE OF WASHINGTON, acting by and through the Department of Natural Resources,
GRANTEE, the following described real property situated in Skagit County, State of
Washington.

The Southwest ¼ of the Southeast ¼ of Section 35, Township 33 North, Range 6 East, W.M.
Situate in the County of Skagit, State of Washington

Subject to the following encumbrances:
(Insert acceptable encumbrances)

Dated this _____ day of _____, 20__.

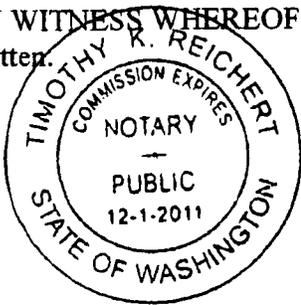
By Dennis Diedrich

Title _____

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 5TH day of DECEMBER, 2009, personally appeared before me **Dennis Diedrich**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Timothy K Reichert
Notary Public in and for the State of Washington,
residing at BURLINGTON

My appointment expires 12-1-2011

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me **Sue Sherman**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

EXHIBIT C

When Recorded Return to:
DNR – NORTHWEST REGION
919 North Township Street
Sedro-Woolley, WA 98284

**Washington State Department of Natural Resources
Notice of Continuing Forest Land Obligation**

Sellers and Buyers of land and perpetual timber rights have certain rights and responsibilities when the land or perpetual timber rights are sold or transferred. Where the land is subject to certain continuing forestland obligations including without limitation reforestation, Road Maintenance and Abandonment Plans and Harvest Strategies along Type 4 Waters in Eastern Washington, **prior to the sale or transfer of the land or perpetual timber rights the law requires that the following occur:** 1) the seller shall notify the buyer of the existence and nature of the obligations and 2) the buyer shall sign a Notice of Continuing Forestland Obligation Form indicating the buyer's knowledge of such obligation. At the time of sale or transfer of the land or perpetual timber rights the seller shall send the signed Form to the Department of Natural Resources (DNR). The Form may be obtained from your DNR region office.

If the seller fails to notify the buyer about the continuing forest land obligation referenced above, the seller shall pay the buyer's costs related to such continuing forest land obligation, (including all legal costs) incurred by the buyer in enforcing the continuing forestland obligation against the seller. Failure by the seller to send the required notice to the DNR at the time of sale shall be prima facie evidence, in an action by the buyer against the seller for costs related to continuing forest land obligation, that the seller did not notify the buyer of the continuing forest land obligation prior to sale. See RCW 76.09.070, RCW 76.09.390 and WAC 222-20-055.

There are also other types of continuing forestland obligations subject to certain requirements, including without limitation Small Forest Landowner Forest Riparian Easements and Landowner Landscape Plans. For more information contact the DNR Region Office.

CONTINUING OBLIGATIONS

Reforestation (RCW 76.09.070)

- Obligation exists on the property identified below and relates to the following Forest Practice Application/Notification (FPA/N) Numbers (list all that apply, add attachment if necessary)

- No Reforestation obligation exists on the property.

Road Maintenance and Abandonment Plan (WAC 222-24-051)

- Obligation exists on property identified below and relates to the following FPA/N Numbers and/or Road Maintenance and Abandonment Plan Numbers (list all that apply, add attachment if necessary)

Road Maintenance and Abandonment Plan is required, but not yet filed
 No Road Maintenance and Abandonment Plan obligation exists on the property.

Harvest Strategy along Type 4 Waters in Eastern Washington (WAC 222-30-022 (2)(b))
 Obligation exists on the property identified below and relates to the following FPA/N Numbers (list all that apply, add attachment if necessary)
 No Harvest Strategy obligation exists on the property.

PROPERTY IDENTIFICATION

Land/Rights Sold/Transferred (circle one): *Land and Timber* *Land* *Perpetual Timber Rights*

Date that the Land/Rights was/were Sold/Transferred (month/day/year): _____

County/ies: Skagit

DNR Region/s: Northwest Region

Legal Description of the Lands/Rights being Sold/Transferred (include county parcel number/s, add attachment if necessary):

The Southwest ¼ of the Southeast ¼ of Section 35, Township 33 North, Range 6 East, W.M.

SELLER: Dennis Dedicich
Signature: _____

BUYER: _____
Signature: _____

Date: Dec. 5th 09

Date: _____

Print name: Dennis Dedicich

Print name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

NOTE TO SELLER:

At the time of sale or transfer of the property or the perpetual timber rights:
The seller is responsible for delivering (by certified mail or in person) the SIGNED ORIGINAL to the DNR Region Office in which the property is located. However, if you choose to also have this form recorded by the county, the original is delivered to the county and a copy dellvered (by certified mail or in person) to the DNR Region Office.

FOR DEPARTMENTAL USE ONLY

Notice of Continuing Forestland Obligation #: _____ Date Received: _____

Region: _____ Received by: _____

FORM DNR QQ-42 (July 18, 2002)

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION-1

SUE SHERMAN) NO.08-2-00439-5
)
 APPELLANT) NO. 64878-1
)
 -V-) PROOF OF SERVICE
)
) APPELLANT SUBMIT,S BRIEF
) TO THE COURT.
)
 DENNIS DIEDRICH)
)
 RESPONDENT)

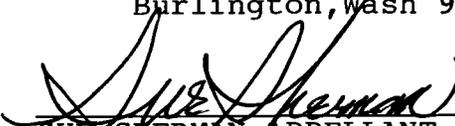
I Appellant Sue Sherman certity that I
mailed a copy of the document listed above
on all parties or their counsel of record
listed below by US.Mail:

Dated this 25 day of June 2010

At address below:

DAVID DAY-ATTORNEY
816 E.Fairhaven Ave
Burlington,Wash 98233

COURT OF APPEALS
Division-1
RICHARD D.JOHNSON
600 University St
Seattle,Wash 98101


SUE SHERMAN-APPELLANT
614 106TH PL S.W.
Everett,Wash 98204
(425)438-0166

PROOF OF SERVICE
PAGE-1 OF 1.

FILED
COURT OF APPEALS
STATE OF WASHINGTON
2010 JUN 28 AM 10:43