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COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By: _____

COURT OF APPEALS, DIVISION III
OF THE STATE OF WASHINGTON

No. 325679

DONALD K. BINGHAM and JANET L. BINGHAM,
husband and wife,

Appellants,

vs.

GARY A. HEADRICK and MARY JANE HEADRICK,
husband and wife,

Respondents;

ON APPEAL FROM CHELAN COUNTY SUPERIOR COURT
CAUSE NO. 94-2-00375-0
The Honorable Lesley A. Allan, Judge

BRIEF OF RESPONDENTS HEADRICK

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I. INTRODUCTION

This appeal is the latest chapter in a long-running dispute between the owners of adjoining property regarding various easements that allow them to use each other's property. Gary and Mary Jane Headrick ("Headrick") own a house on Lake Chelan and have been forced to defend their property rights against the ongoing attempts of their neighbors, Donald and Janet Bingham ("Binghams"), to reduce or eliminate those rights. As relevant to this appeal, the Headricks have long used a small area of the Binghams' property at the bottom of their driveway to turn around and drive back up to the public road. Originally defined as an 8' x 10' area in a 1994 settlement, the parties later agreed to expand that area, an agreement which the Binghams afterwards refused to acknowledge, necessitating a trial on that issue, among others, in late 1999.

After this trial in 1999, Judge John Bridges issued written Findings of Fact and Conclusions of Law on January 19, 2000, ordering the Binghams to move their small red barn, which had previously served as the corner of the 8' x 10' easement (though the Binghams had moved it to encroach on that area) back farther on their property "to the 'limit' of the maple tree as was agreed by and between the parties." Judge Bridges further entered Judgment on March 23, 2000 ("2000 Judgment") stating

that the “expanded” area would become part of the Headricks’ easement and would run with the land.

After this trial, the Bingham’s moved their barn per the order, creating a wider turnaround easement. Thereafter, the Headricks had the easement surveyed and recorded to memorialize the parties’ agreement and the court’s order expanding the easement, the survey showing an easement of approximately 8’ x 22’. The parties also continued to negotiate various other disputed issues, but ultimately agreeing only on the recorded survey of the expanded turnaround area. The Bingham’s demanded that the survey be re-recorded because it mistakenly stated that the easement was for parking in addition to turning around, but they did not otherwise object to the survey, including the survey’s precise depiction of the new turnaround area as expanded per Judge Bridges’ Findings, Conclusions, and Judgment. The Headricks complied with the Bingham’s demand, recording the same survey with the one requested change, striking “Parking” from the description of the easement.

Thereafter, the parties no longer disputed the area and use of the turnaround easement until 2011, when the Bingham’s moved their barn once again, this time toward the Headricks’ property and well into the

expanded easement area. It is that movement in 2011 that is the subject of the contempt order on review in this Court.

When the Headricks moved for enforcement of the 2000 Judgment and for sanctions, the Bingham's inexplicably responded that the easement had never been expanded beyond the original 8' x 10' footprint, claiming that the expansion was really only a "restoration"—eliminating the barn's very slight encroachment on this area. The Superior Court, Judge Lesley Allan, disagreed, finding the 2000 Judgment to be perfectly clear on the scope of the easement and finding the Bingham's to be in contempt of that order. Judge Allan further sanctioned the Bingham's in the amount of \$26,601.00, an amount representing both the attorney fees the Headricks incurred enforcing the 2000 Judgment and sanctions for the loss of use of their turnaround easement. The contempt order and the sanctions are well within Judge Allan's sound discretion. This Court should affirm her judgment.

II. RESTATEMENT OF ISSUES PRESENTED

A. Does substantial evidence support the trial court's enforcement of the 2000 Judgment, which expanded the Headricks' turnaround easement per the parties' agreement by directing the Bingham's to move their barn to the limit of the maple tree?

B. Did the trial court correctly exercise its discretion to find the Bingham in contempt for intentionally violating its clear order expanding the Headricks' turnaround easement by moving their barn into the expanded turnaround area?

C. Are the Headricks entitled to attorney fees for defending the contempt order on appeal?

III. STATEMENT OF THE CASE

In 1994, the Bingham sued their neighbors, the Headricks, over a variety of property issues stemming from historical parking, access, and related uses. CP 8-20. The parties reached a settlement later that year. *Id.* As relevant here, the agreement created an 8' x 10' turnaround easement on the Bingham's property in favor of the Headricks. CP 11 (¶ 7). Several years later, the parties engaged in a horse trade in which the Headricks agreed to allow a boulder on their property to be repositioned, providing the Bingham with a wider turning radius at that location, in exchange for a larger turnaround easement on the Bingham's property. CP 349; CP 640-41.

In addition to other disputed issues, the Bingham's failure to honor this agreement necessitated a trial in 1999. CP 28-33. With respect to the turnaround easement, Judge Bridges found that the Bingham's barn had

“not been repositioned to the ‘limit’ of the maple tree as was agreed by and between the parties.” CP 33 (¶ 42). He then concluded that the Binghamms must do so by June 1, 2000 “in conformance with the agreement reached by the parties.” CP 34 (¶ 14). In the judgment entered thereon dated March 23, 2000, Judge Bridges ruled that the Headricks’ turnaround easement was “expanded” by the barn movement and ran with the land. CP 42-43.

To memorialize the scope of the expanded easement, the Headricks hired Larry Weinert to survey the area, recording the completed survey, which showed an expanded easement of approximately 8’ x 22’. Trial Exh. 5. This survey mistakenly identified the easement as a parking and turnaround easement, which counsel for the Binghamms identified in a letter to the Headricks’ attorney. Trial Exh. 7. The Binghamms demanded that the survey be re-recorded to remove the reference to the parking easement but otherwise did not object to the survey. *Id.* The Headricks complied with the letter and recorded the survey again, only deleting the reference to parking. Trial Exh. 8. Of particular importance, the location and dimensions of the expanded turnaround area ordered by Judge Bridges remained the same in the re-recorded survey as in the original survey which the Binghamms demanded be re-recorded sans “Parking.”

Shortly after the 2000 Judgment was entered, the Bingham's moved the barn, which remained in that location for over a decade without issue. CP 592; CP 503. In the fall of 2011, however, the Bingham's moved the barn to within less than 2 feet of the property line, a distance of roughly 7 feet, and drove in fence stakes around it, which effectively reduced the turnaround easement back to its original, pre-2000 8' x 10' area. CP 448-49; CP 504.

The Headricks moved to enforce the 2000 Judgment expanding their turnaround easement from this encroachment by the Bingham's. The Bingham's argued that the turnaround easement had never been anything more than 8' x 10'. *E.g.*, CP 162-63; RP 25-26. Instead, the "expanded" area, the Bingham's argued, was really nothing more than a "restoration" of the original size accomplished by moving the barn from a slight encroachment into the easement area. RP 26-30. After hearing argument and considering the evidence presented, Judge Allan took the matter under advisement and issued a letter ruling dated November 25, 2013. CP 530.

In this ruling, Judge Allan, using Judge Bridges' terminology, ruled that the 2000 Judgment expanded (not merely restored) the Headricks' turnaround easement, finding that the Bingham's had violated that order by moving their barn into the expanded area. CP 530. Judge

Allan further ordered that the barn be removed to its previous location as shown on the Weinert survey. *Id.* The Bingham's complied. CP 555.

When reducing this letter ruling to a formal order on December 17, 2013, the Bingham's again contested both the Headricks' request for sanctions and the court's interpretation of the 2000 Judgment, again arguing that the easement had never been expanded beyond the original 8' x 10' area. CP 538-42. Judge Allan, saying that she would not relitigate issues decided years earlier (13 years, to be precise, Judge Allan kept reminding the Bingham's), stated that her "interpretation of Judge Bridges' ruling that the turnaround area was then expanded, and 'expanded' is a word that Judge Bridges used to encompass that area that was created when the barn was moved. . . . Which to me looks like that whole area on this side of the barn, which is bigger than the 8-by-10 that [the Bingham's are] arguing. . . . So that is my intent and interpretation of a decision that Judge Bridges made many, many years ago that was not appealed." RP 63-64. Later in the hearing, she stated to the Bingham's counsel:

I understand that you disagree with the way that I'm interpreting that, but that is in fact what appears to me to be the plain language of this judgment that again was entered 13 years ago, and your clients moved the barn back encroaching on the area. We have a survey conducted at the time showing where it was moved and I'm satisfied with that information, that that showed exactly what Judge Bridges intended. We are not going to relitigate what

Judge Bridges decided. If there was some ambiguity that your client felt existed in 2000, that was the time to litigate that.

RP 70. Judge Allan also concluded that an award of attorney fees to the Headricks was appropriate “for having to bring this motion to enforce what appears to the Court to be a quite clear order that was entered 13 years ago.” RP 71. She signed the Headricks’ proposed order, reserving the issue of fees. CP 606-10.

The Bingham promptly moved for reconsideration, reasserting their “encroachment/restoration” theory and refusing to acknowledge any possible interpretation of the 2000 Judgment that expanded the easement beyond the original 8’ x 10’ area. CP 613-17; RP 83. Judge Allan was “somewhat baffled” by the Bingham’s insistence on arguing over what the court considered to be “such plain language” and a judgment that was “very clear.” RP 85; RP 88. She concluded: “In the Court’s estimation, it’s a very clearly worded paragraph [in the 2000 Judgment] and the Court does not find reasonable any interpretation that it meant other than what it plainly stated, and this proceeding to enforce that Judgment would not have been necessary had the Bingham complied with the plain language of the 2000 Judgment.” RP 96. Judge Allan then entered an order

denying the Bingham's motion for reconsideration, while amending her earlier order in some respects. CP 717-20.

The Headricks then filed pleadings establishing the fees and costs they were seeking as sanctions, CP 721-40, only to be served with another motion from the Bingham's seeking relief from the court's order under Civil Rule 60, CP 742-49. In this motion, the Bingham's reasserted arguments previously made, and a brand new one: they now agreed that the 2000 Judgment did, after all, expand the turnaround easement, but only by a very little bit (which they failed to define and which, to date, they have failed to define), not the full amount identified in the Weinert survey. CP 745. Judge Allan denied that motion (though no formal order was signed) and entered judgment (dated June 11, 2014) against the Bingham's for \$26,601, representing \$25,136 in attorney fees and \$1,465 as sanctions for lost use of the full turnaround easement. CP 836-38.

The Bingham's filed a notice of appeal, seeking appellate review of Judge Allan's December 17, 2013, order finding the Bingham's in contempt and of the June 11, 2014, judgment. CP 839-48. The Bingham's did not appeal the court's January 27, 2014, denial of reconsideration nor its denial of their CR 60 motion. *Id.*

IV. ARGUMENT

Over the course of no less than five bouts, the trial court resolved the scope of the turnaround easement in favor of the Headricks and ultimately found the Bingham in contempt for violating its prior order. Undaunted, the Bingham now want this Court to reverse the trial court's judgment and send the issue back for a few more rounds. Apparently, the Bingham hope to prevail by sheer persistence in, to mix metaphors, flogging the same tired facts. Judge Allan mercifully ended the match; this Court should affirm its termination.

The Bingham have appealed the December 17, 2013, order finding them in contempt and the June 11, 2014, judgment setting the amount of the sanctions. They have not appealed the January 29, 2014 order denying reconsideration (which is curious given that the order denying reconsideration modified the prior order in ways relevant to the assigned error on appeal) nor the oral ruling denying their CR 60 motion. Further, the Bingham's primary argument on appeal—that the 2000 order only slightly expanded the turnaround easement—was not raised in the trial court either before the contempt order was issued or on reconsideration. While the Bingham did advance that argument in their CR 60 motion, they did not appeal the trial court's denial of that motion.

As such, they have failed to preserve that argument for appeal. Judge Allan’s denial of that argument, then, is final, binding, and is not properly before this Court. As we will see, however, the Bingham nevertheless attempt to resurrect that argument here, the procedural equivalent of asserting an argument for the first on appeal. In all events, the Court should not consider it.

On the merits, the Bingham’s appeal fares no better. The evidence supports Judge Allan’s findings, and she clearly stated the basis on which she found the Bingham in contempt of the 2000 Judgment. The contempt order and judgment are the result of Judge Allan’s careful and thoughtful exercise of her discretion. This Court should affirm.

A. Standard of Review

The Bingham do not cite to any applicable standard of review—obliquely referencing substantial evidence—perhaps not surprisingly given the deference afforded the trial court in such cases: “Whether contempt is warranted in a particular case is a matter within the sound discretion of the trial court; unless that discretion is abused, it should not be disturbed on appeal.” *Moreman v. Butcher*, 126 Wn.2d 36, 40, 891 P.2d 725 (1995) (quoting *In re King*, 110 Wn.2d 793, 798, 756 P.2d 1303 (1988)). “An abuse of discretion is present only if there is a clear showing

that the exercise of discretion was manifestly unreasonable, based on untenable grounds, or based on untenable reasons.” *Id.*

Factual findings are reviewed for substantial evidence, “defined as a quantum of evidence sufficient to persuade a rational fair-minded person the premise is true. Applying this deferential standard, [the court] view[s] all reasonable inferences from the evidence in the light most favorable to the prevailing party.” *Korst v. McMahon*, 136 Wn. App. 202, 206, 148 P.3d 1081 (2006) (citation omitted); *see also In re Marriage of Rideout*, 150 Wash. 2d 337, 352, 77 P.3d 1174 (2003), as corrected (Oct. 27, 2003) (applying substantial evidence standard to factual findings in contempt context). The factual findings must constitute a plain violation of the order, which is strictly construed. *In re Marriage of Davisson*, 131 Wn. App. 220, 224, 126 P.3d 76 (2006).

As applied in this case, Judge Allan did not abuse her discretion in finding that the Bingham knowingly violated a clear court order, a finding supported by ample evidence. As such, this Court should affirm her judgment.

B. Substantial Evidence Supports Judge Allan’s Findings and Interpretation of the March 23, 2000 Judgment.

The Bingham’s first set of arguments centers on what they claim is the most reasonable interpretation of the March 23, 2000 judgment, that

the barn's movement to the limit of the maple tree expanded the easement by a small amount, and the lack of any evidence to the contrary. These arguments fail for the reasons stated below.

1. *The Court Should Not Consider The Bingham's New Argument.*

As the Bingham's admit, the slight expansion argument was not raised by their previous counsel, who represented the Bingham's at the August 30, 2013, hearing on this issue, at the December 17, 2013, presentment of the order, and at the January 29, 2014, hearing on reconsideration. As the December 17 order is the only order the Bingham's appealed (save for the later judgment that merely determines the amount of the sanctions), the trial court never heard and considered this argument when issuing the rulings now on appeal. Neither should this Court. *See, e.g., Nguyen v. Sacred Heart Med. Ctr.*, 97 Wn. App. 728, 733–34, 987 P.2d 634 (1999) (appellate courts decline to review argument raised for the first time on appeal); RAP 2.5(a).

2. *The Bingham's Proposed Interpretation Is Not Reasonable, and the Disputed Position of the Barn Encroached on This Smaller Area Anyway.*¹

¹ We address the Bingham's slight expansion argument with apologies to this Court. As noted, the Bingham's did not appeal the trial court's denial of their CR 60 Motion, the only time they made the slight expansion argument below. Judge Allan's rejection of that argument, then, is a verity on appeal, the Bingham's having failed to preserve it for appellate review by failing to timely appeal it. The Bingham's nevertheless include that argument here and, so, the Headricks are constrained to address it. The apology is for wading into evidence and arguments which are – or should be – the exclusive province of

Even if the Court considers this argument, it should reject it. The Bingham's new argument centers on the 1994 agreement and its demarcation of the western boundary of an area for the turnaround easement—the northeast corner of the barn. CP 11. By moving the barn, the argument goes, the northeast corner would be shifted some unidentified distance, expanding the easement “at the most a few feet to the west.” Appellants’ Br. at 15. Of course, the Bingham's lit upon this argument only after the trial court had rejected their repeated efforts to limit the turnaround easement to the original 8’ x 10’ area, torturing the word “expanded” to mean merely restoration in the process.

Given the triangular shape of the area in which the barn and turnaround easement lie, with the parties’ common boundary line (the Bingham's north line and the Headricks’ south line) serving as the triangle’s base—seen in photos, *e.g.*, CP 503-04, CP 535—moving the barn southward to “the ‘limit’ of the maple tree” as ordered by Judge Bridges would not have enlarged the easement to the west if, as the Bingham's argue, the easement’s westerly edge were determined by the location of the barn’s northeast corner. In fact, again because of the

trial courts. This Court looks at whether the trial court’s rulings were factually and legally well-founded; it is not well-situated to re-sift and re-weigh evidence.

triangular shape of the area (CP 535), moving the barn southward, away from the common property line, would push the barn's northeast corner *to the east* the farther south the barn travelled up the triangle's hypotenuse toward its pinnacle, effectively *decreasing* the width of the easement according to the Bingham's argument. As the only meaningful expansion of the easement is to the west, that is, increasing its width rather than its depth, this interpretation of Judge Bridges' 2000 order is nonsensical.

The Bingham's own drawings prove this point. Per Mr. Bingham, a map depicting the location of the barn in March 2011 shows it in a position south and east of even the original 8' x 10' easement area. CP 553. When compared with a photo of the barn in this location, CP 503, and Mr. Bingham's testimony that this move allegedly required excavation to create room for the barn for it to move even further south, CP 549 (¶ 5), the notion that moving the barn back would also move it west a few feet collapses entirely. *See also* CP 555-58 (showing the present location of the barn, which is tight up against the maple tree, and the corner is to the *east* of the original 8' x 10' easement).

Under their new interpretation, the Bingham claim their movements of the barn have not encroached on the turnaround easement. But again, their drawings prove otherwise. The drawing that shows the

position of the barn in late 2011—the position that caused the Headricks to file the motion to enforce because the barn and fence stakes blocked most of their easement, including all of the expanded area—depicts the barn missing the corner of the original 8' x 10' easement by mere inches. CP 554. A photo of the barn in this position confirms this conclusion. CP 504. If the Bingham's barn did not encroach on the “expanded” easement in this position, then the easement was not really expanded at all, which, of course, was the Bingham's argument until the trial court rejected it. In short, the Bingham's new argument is revealed for what it is, a desperate attempt to avoid liability by concocting a misguided theory after the fact.

3. *Substantial Evidence Supports the Trial Court's Ruling.*

While the Bingham's new theory falls flat, the primary question is whether the evidence supports the Judge Allan's decision. It does. She weighed the evidence and reached the conclusion that the 2000 Judgment expanded the turnaround easement as depicted in the Weinert Survey.

To begin, Judge Allan interpreted the “expanded” easement created by the 2000 Judgment as precisely that—something larger than it was before. As she stated at the hearing on reconsideration, the relevant language is a “very clearly worded paragraph and the Court does not find reasonable any interpretation that it meant other than what it plainly

stated.” RP 96. By moving the barn “to the limit of the maple tree,” that is, to the south, the easement was expanded – width-wise – to the west by the removal of the single barrier in that direction, the barn. A photo taken in 2010 illustrates this point. CP 503.

Further, the Weinert survey, which was prepared in the immediate aftermath of the 2000 Judgment, confirms the reasonableness of this interpretation. That survey portrays an 8’ x 22’ easement, the western boundary now being formed by the steep hill on that side. Trial Exh. 5. Again, a photo helps to give perspective. CP 503. This contemporary evidence corroborates Judge Bridges’ intent and the parties’ contemporary understanding of it. Indeed, the Bingham never objected to the survey’s depiction of the expanded boundaries of the easement. To the contrary, they rejected the easement’s use for parking, and demanded that the alleged “slander of title” be corrected, which it was. Trial Exhs. 7, 8. They did not regard the westward expansion of the easement as a similar slander, because it wasn’t. For them to do so now is disingenuous.

Perhaps the strongest evidence of Judge Bridges’ intent and the parties’ understanding in 2000 is their course of conduct in the following years. After the Bingham moved their barn in compliance with Judge Bridges’ order, the Headricks used the turnaround easement as expanded

without incident for over a decade, and the Bingham kept their barn out of this expanded area during that entire time. Only when the Bingham moved the barn well into this expanded area in late 2011 did the issue again arise. Given the deferential standard of review, this evidence is more than sufficient to support the trial court's finding that the Weinert survey accurately records Judge Bridges' intent. The Bingham's contentions to the contrary are without merit.

4. *The Bingham's Argument Regarding the Timing of the Survey Vis-à-vis the 2000 Judgment Is a Red Herring.*

The Bingham argue that Judge Bridges cannot have intended the expanded easement to mean what the Weinert survey portrays, as the survey was created after the 2000 Judgment. Supposedly because he did not see the survey, he could not have intended the area it draws out. Perhaps the best reply to this argument—that the survey was not an exhibit during the 1999-2000 trial—was given by Judge Allan: “Of course not, because the barn hadn't been moved. There was no way that it could be in the trial until after he ordered that the barn be moved and it was, in fact, moved. Nobody would be able to draw it in its moved position until it was moved.” RP 85.

Simply because the survey came later does not mean it is not evidence of what Judge Bridges intended. As argued above, the survey

recorded what everyone understood the expanded easement area to be and was undisputed until the Bingham's argued in response to the Headricks' motion to enforce that the easement had never been expanded at all. As Judge Allan found, the only reasonable interpretation of the 2000 Judgment is that the movement of the barn to the limit of the maple tree opened the area west of the original easement to the extent of the useable space in that direction. This is precisely the area depicted in the Weinert survey.

Finally, the Bingham's' belated argument about the lack of agreement between the parties relative to the Weinert survey is a red herring. Not only did the Bingham's demand that the survey be re-recorded (sans "Parking"), they also lived with it for more than ten years, all the while the Headricks using the expanded turnaround area without interference from the Bingham's. The parties' conduct ends the inquiry: the survey accurately shows what Judge Bridges intended the expanded easement area to be as well as what the parties understood it to be. No other explanation is reasonable. The evidence supports Judge Allan's findings, and this Court should affirm her judgment.

C. The Evidence Supports a Finding of Contempt, and Judge Allan Properly Exercised Her Discretion in so Ruling.

1. The Trial Court's Findings Constitute a Plain Violation of the 2000 Judgment.

Judge Allan found that the Bingham's intentionally violated the 2000 Judgment by moving the barn into the expanded turnaround easement nearly to the common property line. CP 608. The Bingham's contend they did not do so, believing they kept the barn outside of the easement area. But as argued above, this statement is simply not credible.

All through the motion process in the trial court, the Bingham's maintained that the turnaround easement had not been expanded at all, remaining 8' x 10'. Their movement of the barn in late 2011 necessitated this argument. As discussed above, the new position of the barn was just inches away from the original easement's north boundary. *See supra* Part B(2); CP 554, CP 504. Any expansion—even the “few feet” the Bingham's now propose—would have rendered the barn an encroachment on the easement. And the Bingham's using fence stakes to border the original easement betrays their understanding; they did not want to yield one inch to the Headricks beyond the original 8' X 10'. CP 504. The Bingham's knew full well that they risked contempt of court if it rejected their argument that the turnaround easement was not expanded at all by the 2000 Judgment.

Further, it should be noted that the Bingham's do not cite any evidence they actually believed the slight expansion theory—the argument is pure conjecture. Instead, the declaration of Mr. Bingham states that the barn did not encroach on the 8' x 10' original easement. CP 550 (¶ 9). That fact, of course, is undisputed. The issue has always been whether the barn encroached on the expanded easement, which it did until Judge Allan ordered the Bingham's to move it and they complied.

The Bingham's violated the 2000 Judgment if the turnaround easement was expanded by any reasonable amount, even the slight amount they suggest. The trial court found a plain violation of the prior court order under the only reasonable interpretation of it. Judge Allan properly held the Bingham's in contempt, and this Court should affirm.

2. *The Trial Court's Findings of Fact Are Sufficient.*

As a last resort, the Bingham's argue the trial court failed to explain how it determined that the Weinert survey portrays the easement Judge Bridges ordered in the 2000 Judgment. Apparently, they hope their disagreement with the court's finding suffices to prove its inadequacy. But the court's findings are quite clear.² As Judge Allan stated, the

² As opposed to the cases cited by the Bingham's, in which the trial court failed to make findings of fact *at all*. *E.g., Hildebrand v. Hildebrand*, 32 Wn.2d 311, 314, 201 P.2d 213 (1949).

language of the 2000 Judgment is plain: “We have a survey conducted at the time showing where it was moved and I’m satisfied with that information, that that showed exactly what Judge Bridges intended. We are not going to relitigate what Judge Bridges intended. If there was some ambiguity that your client felt existed in 2000, that was the time to litigate that.” RP 70.

As explained above, the trial court adopted the Weinert survey as the only reasonable description of the area Judge Bridges intended. Once the barn was moved toward the maple tree, the western boundary of the easement – the easement’s width – was expanded to the natural limit of the steep bank, as depicted on the Weinert survey. The Binghamms did not dispute the survey as a cloud to their title, and the Headricks continued to use the expanded area thus defined for over a decade without incident.

The Binghamms clearly are not happy with the trial court’s findings, but that does not make them inadequate. The findings describe the easement area, describe the Binghamms’ movement of the barn into the easement area based on the photos and surveys, and state the Binghamms’ contempt of the 2000 Judgment in clear terms. CP 610; CP 607 (as amended by CP 718). Nothing more is needed. Under the deferential standards of review—substantial evidence and abuse of discretion—this

Court can properly review the trial court's findings and judgment. Judge Allan properly exercised her discretion in finding the Bingham in contempt. This Court should affirm that judgment.

D. The Headricks' Are Entitled to Attorney Fees on Appeal

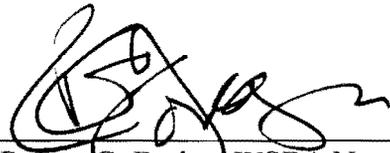
An award of attorney fees is proper to the party defending a contempt order on appeal. RCW 7.21.030(3); *R.A. Hanson Co. v. Magnuson*, 79 Wn. App. 497, 505, 903 P.2d 496 (1995). The Headricks request an award of its attorney fees incurred in defending the trial court's contempt order and judgment on appeal. RAP 18.1.

V. CONCLUSION

For the foregoing reasons, the Headricks respectfully request this Court to affirm the trial court's judgment and to award them attorney fees for defending the contempt order on appeal.

Respectfully submitted this 21st day of October, 2014.

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