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No. 73641-8-I
(King County Superior Court No. 15-2-05494-5 SEA)

COURT OF APPEALS FOR THE STATE OF WASHINGTON
DIVISION I

KALEVA AND MART LIIKANE,
Appellants,

v.

CITY OF SEATTLE, DEPARTMENT OF CONSTRUCTION AND LAND USE,
DEPARTMENT OF TRANSPORTATION; DALY PARTNERS, LLC; JIM DALY;
PAVILION CONSTRUCTION
Respondents.

BRIEF OF APPELLANTS'

APPEAL FROM THE SUPERIOR COURT FOR KING COUNTY

THE HONORABLE SAMUEL CHUNG

Mart and Kaleva Liikane, Appellants
1608 Aurora Ave. N.
Seattle, Wa. 98109 (206) 484-6981

FILED
COURT OF APPEALS DIV 1
STATE OF WASHINGTON
2015 DEC 11 PM 1:21

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STATUTES

Page

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Washington Court Rules

Rule 56.(c) 7

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3 STATEMENT OF THE CASE
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6 Back in 2008 Unico (Inhabitat Dexter, LLC "Inhabitat Dexter
7 and Kai and Kaleva Liikane (hereinafter called KKL) signed
8 a Soil Nail Agreement (EX.X). Unico owned the property at
9 1701 Dexter Ave. N. in Seattle, Wa. KKL own the property at
10 1608 Aurora Ave. N. Seattle, Wa. (lots 3 and 5). Juhan Lii-
11 kane owns the lot #4, between lots 3 and 5. Juhan Lii-
12 kane never signed any agreement with Unico or Daly.

13 Pursuant to agreement X Unico was going to build a buil-
14 ding on their property mentioned above. Unico never did,
15 because they sold their property to Daly, et al, about on
16 October 30, 2012. In agreement X KKL would temporarily
17 allow Unico to place Soil Nails (specified in agreement X)
18 on KKLs' property. Also, in that same agreement Unico had
19 the right to assign their agreement X to Daly, which they
20 did. Unico had specific plans and appropriate permits
21 from Respondent City of Seattle, to place the Soil Nails
22 on all of the adjacent properties, including City Alley.
23 Juhan Liikane's property was excluded, because he had
24 refused to make a agreement with Unico. § 7 in EX.X all-
25 owed Unico to assign this agreement, which they did, to Daly
26 et al. This meant that the entire agreement in its form
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3 and details as signed and as the drawings showed was
4 assigned, without any modifications, amendments or termina-
5 tions could have been made without KKLs' written approval
6 and signatures, §8, EX.X. The fact is that all the require-
7 ments in §8 (EX.X) were NOT MET, constituting a breach of
8 contract by Daly et al. Further breach of contract by Daly
9 is committed by not abiding by §'s 1, 2, 3, and 5, of EX.X.
10 Daly has never and never will finish the construction acc-
11 ording to the plans and specifications agreed and signed by
12 KKL. (§1, EX.X). §1 of EX.X, has been breached by Daly by
13 not and he never will and give the as built drawings accor-
14 ding to the plans and conditions made by Unico, which were
15 assigned over to Daly. But Daly never used these assigned
16 over plans at all, because he abandoned them in their en-
17 tirety and introduced brand new plans, specs and permits,
18 all together different from the Unico ones, that KKL had
19 signed and agreed upon. Breach of contract by Daly et al
20 by not completing the building as was assigned and City
21 of Seattle has not and can never issue a certificate of
22 occupancy, because the building will never be finished
23 according to the plans and specifications as assigned to
24 Daly. (§2, EX.X)

25 The Respondents breached the assigned agreement by not

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3 offering and or paying the \$2,000.00 to KKL as §5 of EX.X
4 requires. Due to Daly abandoning and of all the breachments
5 of the Unico agreement by all of the Respondents of the
6 assigned Unico agreement the entire original agreement
7 became NULL AND VOID and a new contract between the Res-
8 pondents and the Appellants had to be made, which the Res-
9 pondents refused to do, even thou the Appellants offered
10 to negotiate a new agreement. According to §12 of EX.X
11 the Appellants had no choice, but to file an action against
12 the Respondents, because of all the breachments committed
13 by the Respondents. Also, the Respondents committed cri-
14 minal trespass by removeing some of the KKLs' property,
15 by placing steel cables and concrete into KKLs' property
16 and entered the same property without approval and or per-
17 mission of KKL (§s 3 and 5 of EX.X) The lower Court
18 failed to recognize all the above described facts and
19 granted the Respondents their cross-motion and dismissed
20 the action started by the Appellants. The Judge wrongly
21 ordered, adjudged and decreed that: 1) Defendants Daly
22 Partners, LLC and Jim Daly's cross-motion for Summary Judge- GRANTED
23 ment GRANTED. 2) The Court finds that there is no
24 genuine issue as to any material fact and orders that Plain-
25 tiffs' claims are hereby dismissed with prejudice. (EX. Y)
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3 Division 1, of State of Washington.
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5 ASSIGNMENTS OF ERROR
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8 1) The trial Court erred in dismissing with prejudice the
9 Appellants' motion for summary judgment, on the ground that
10 there are no genuine issues of material fact and at the same
11 time the Court made a mistake by granting the Respondents'
12 their cross-motion for summary judgment.

13 a) Issue - can the cross-motion for a summary judgment
14 be granted by the Judge, if in fact there are many genuine
15 issues of material facts for a jury to decide?

16 b) Issue - can the Judge make his own rule, while the Rule
17 56(civil rules) is extremely clear that there must not be
18 any genuine issues of material facts for a jury to decide.
19 (Rule 56(c) civil rule for Superior Court for State of
20 Washington.

21 2) Trial Court erred by not upholding the Appellants'
22 constitutional right to be secure in their persons, houses,
23 papers, and effects, against unreasonable searches and sei-
24 zures. (Amendment 4 and 14 of U.S. Constitution)
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a) Issue - can the Court take away the Appellants' constitutional right to be secure in their effects, and property without the Appellants' written approval and consent?

b) Issue - does the Court have the right to alter and change the U.S. Constitution and do the same to the assigned easement agreement? (Unico agreement)

3) Trial Court erred by not applying the 7th Amendment of U.S. Constitution for the Appellants' right for a jury trial, while there are many genuine issues of material facts for jury to decide. (Amendment 7 of U.S. Constitution)

a) issue - the Judge does not have the power to overrule the U.S. Constitution, when there are genuine issues of material facts for a jury to decide.

4) Trial Court erred by not upholding the Appellants' right as guaranteed by the 14th Amendment of U.S. Constitution.

a) Issue - trial Court erred by not abiding by the 14th Amendment of U.S. Constitution and withit deprived the Appellants of their own property illegally and unlawfully without due process of law.

b) issue - trial Court erred by depriving the Appellants of equal protection of law as guaranteed by the 14th

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3 (a) Issue- The Judge does not have the power to over-
4 rule the U.S. Constitution when there are many genuine
5 issues of material facts for a jury to decide. However,
6 he breached his contract with the people by not abi-
7 ding with his oath of office in upholding the U.S.
8 Constitution, Amendment 7. Therefore, his order should be
9 overturned and or sent to a jury trial.

10 4) TRIAL COURT ERRED BY NOT UPHOLDING THE APPELLANTS'
11 CONSTITUTIONAL RIGHT AS QUARANTEED BY THE 14TH AMEND-
12 MENT OF U.S. CONSTITUTION.

13 a) Insead granting the motion for summary judgment by
14 Appellants, the Judge dismissed it and granted the Res-
15 pondents' cross-motion. It is obvious that he forgat
16 or totally ignored his oath of office. The Judge is
17 supposed to uphold the U.S. Constitution and make his
18 decisions impartially and fairly. In this case the oppo-
19 site is true. As the Constitutional quarantee, the
20 Appellants have the right for equal protection of the
21 laws (U.S. Constitution, Amendment 14)

22 In this instance the Judge failed to protect the
23 Appellants KKL. Again, on this basis alone the lower
24 Court's order should be overturned and justice restored.
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3 Amendment of U.S. Constitution.

4 5) Trial Court erred by breach of contract of the Judge
5 by not abiding by his oath of office to uphold the Consti-
6 tution of United States.

7 a) Issue - Did in fact the trial Judge breach his oath
8 of office by not upholding the U.S. Constitution of United
9 States and and in so doing, confiscated part of the Appell-
10 ants' property and gave it to a private party, namely: Jim
11 Daly, et al who in turn committed criminal trespass.
12

13 ARGUMENT

14 1) THE TRIAL COURT ERRED IN DISMISSING WITH PREJUDICE
15 THE APPELLANTS' MOTION FOR SUMMARY JUDGMENT, ON THE GROUND
16 THAT THERE ARE NO GENUINE ISSUES OF MATERIAL FACTS, AT THE
17 SAME TIME GRANTED THE CROSS MOTION SUBMITTED BY THE
18 RESPONDENTS.

19 1.1) There are many genuine issues of material facts for
20 a jury to decide. For instance: (a) After the Respondents
21 received and obtained by assignment the original Unico
22 easement agreement with KKL back in 2008. (b) Did the
23 Respondents breach that agreement on number of accounts?
24 (c) Did the Respondents commit criminal trespass by not
25 making the required \$2,000.00 payment to KKL?
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(d) Did the Respondents make totally new and different plans for the building by not using the original Unico plans that KKL had signed and agreed with?

(e) Did Respondent City of Seattle require new permits other than Unico already had obtained and assigned over to Jim Daly, et al and why?

(f) Did Unico complete their project prior assignment to Jim Daly, et al and if not, why not?

(g) Did Respondent City of Seattle issue a certificate of occupancy as required by § 2 of Unico contract? If not, why not?

(h) Did Appellants get the \$2,000.00 in cash as required by the Unico agreement §5?

(i) Did Respondents Daly, et al modify, amend or terminate Unico agreement without the written approval from KKL as require by §8 of the Unico contract? (EX.X)

These are only few examples of genuine issues of material facts for a jury to decide and NOT FOR A SINGLE JUDGE. Obviously this Judge made a grave error by eliminating Appellants' motion for summary judgment and granting the Respondents' cross-motion.

Also, it is valueable to mention that with all these breaches of the assigned agreement, the Respondents declared the

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3 original Unico agreement NULL AND VOID, that is why they had
4 to apply and obtain all new permits from the City.

5 2) TRIAL COURT ERRED BY NOT UPHOLDING THE APPELLANTS'
6 CONSTITUTIONAL RIGHT TO BE SECURE IN THEIR PERSONS, HOUSES,
7 PAPERS ,AND EFFECTS, AGAINST UNREASONABLE SEARCHES AND SEI-
8 ZURES.
(4th and 14th Amendments to U.s. Constitution.

9 (a) In this case the Court gave a wrongful order for the
10 Respondents to illegally and unlawfully conduct a criminal
11 trespass upon Appellants' property without the written per-
12 mission and approval of the Appellants KKL, as the assigned
13 Unico contract §5 requires with very clear meaning about
14 entering the Appellants' property. Therefore, the Appell-
15 ants constitutional right had been taken from them and
16 given to the Respondents benefit without proper and fair
17 compensation as required.

18 b) The Court has no right to alter, amend or terminate
19 the contract between two parties, without the proper,
20 written permission of the Appellants KKL, spelled out in
21 Unico assigned agreement §8, EX. X.

22 3) TRIAL COURT ERRED BY NOT APPLYING THE 7TH AMEND-
23 MENT OF U.S. CONSTITUTION FOR APPELLANTS' RIGHT FOR A
24 JURY TRIAL, WHILE THERE ARE MANY QUESTIONS OF GENUINE
25 ISSUES OF MATERIAL FACTS FOR A JURY TO DECIDE. (AMEND-
26 ment 7, U.S. CONSTITUTION).

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3 5) TRIAL COURT ERRED BY BREACH OF CONTRACT OF THE JUDGE
4 BY NOT ABIDING BY HIS OATH OF OFFICE TO UPHOLD THE CONTI-
5 TUTION OF U.S.

6 a) Unico agreement (EX.X) was assigned over to Jim Daly,
7 et al and in this contract §s 1,2,3,5,and 8,it is quite
8 clear that the Respondents breached these conditions. AS
9 a matter of fact,the Respondents chose to throw that agree-
10 ment away and make a entirely new contract with all the
11 adjacent property owners,except with the Appellants KKL
12 and Juhan Liikane. (Lot #4) The Respondents paid a great
13 deal of money to all of them,except not a dime to KKL. It
14 was all a matter of money. The Appellants KKL attempted
15 to negotiate a new contract with the Respondents, but
16 unfortunately they refused to cooperate.

17 Due to all the actual breaches of the Unico agreement,
18 the lower Court's order should be overturned and and all
19 the Constitutional rights restored to the Appellants KKL.
20 Also,the appropriate sanctions against the Respondents
21 are in order.

22 CONCLUSION

23 The Respondents' cross-motion to the Appellants' motion
24 for summary judgment should be overturned and the Appell-
25 ants' motion for summary judgment granted.

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3 The assigned agreement of Unico was never used by the Res-
4 pondents and they made a new one with all of the parties
5 involved, except Appellants KKL. The Respondents did in fact
6 breach the assigned Unico contract and with this action de-
7 clared that agreement NULL AND VOID. The Respondents made
8 a new contract with all, except Appellants KKL. The Res-
9 pondents made new plans and were required by City to apply
10 and obtain new permits. Prior issuing the new permits the
11 Appellants NOTIFIED AND WARNED the City not to issue new
12 permits until the Respondents and Appellants produce a
13 new contract between them. The City ignored all the notices
14 and warnings and issued a new permits anyway, allowing
15 the Respondents to place Soil Nails illegally and un-
16 lawfully, under KKL's property and with this action they
17 committed criminal trespass, without Appellants' written
18 approval and permission, as required by assigned Unico
19 original agreement. The Court was not impartial when the
20 Judge made a order by taking away the Constitutional
21 rights of the Appellants as guaranteed by the 4th and 14th
22 Amendments. Also, the Judge had given an oath of office
23 to uphold the U.S. Constitution and make all of his de-
24 cisions impartially and fairly and give the Appellants'
25 their guaranteed protection of the laws.
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3 Obviously, the Court could not make a correct decision, be-
4 cause in Court the Respondents and or their attorneys com-
5 mitted perjury by telling the Judge falsehoods and mis -
6 representations in respect to Unico assigned agreement to
7 Daly, et al. Specific perjury was committed by the Res-
8 pondents and their dishonest attorneys, when they lied
9 about the modifications and changes to the original,
10 assigned contract by not following the agreement and when
11 they modified the drawings and specifications over 20%
12 what had been agreed upon by KKL and Unico (§s 1 and 8
13 EX.X) Of course this is a significant modification and
14 change to the original Unico agreement. Besides, the Res-
15 pondents made this agreement (assigned) NULL AND VOID, by
16 making their own, brand new and totally different plans
17 which the Respondent City of Seattle required Daly et al
18 to apply and obtain brand new permits. City ignored all
19 of the notices and warnings by the Appellants not to issue
20 new permits, until KKL and Daly had a new agreement.
21 Furthermore, the Respondents breached the assigned Unico
22 contract by not paying the required \$2,00.00 in cash as
23 called for in §5 of that agreement. Also, the Respondents
24 breached the same agreements §s 1, 2 and 3, by not pro-
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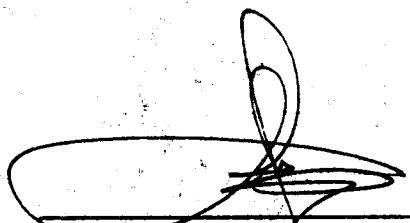
viding as-built drawings, showing the locations, elevations, and dimensions of the Soil Nails. The fact remains that the modifications were made to the original drawings by changing the locations, angles and dimensions to six Soil Nails, originally NOT AGREED upon. These facts were never revealed in Court and unfortunately the misinformed Judge made a wrong decision. The assigned agreement can never be in force as §2 (EX.X) dictates, because it never has been and never will be constructed to the original plans and specifications, as was agreed by KKL (EX.X) The Respondents did in fact disturb the Appellants' property prior of paying the required \$2,000.00 (EX. X) The Respondents damaged the Appellants' property with the heavy machinery - they entered illegally and unlawfully the Appellants' parking lot off the alley and caused the damage with this criminal trespass. Because of this criminal trespass by the Respondents the Appellants had to suffer the damages of not receiving the rent for the parking spaces. All of the final damages done to the Appellants will be determined at the trial. The Appellants have already produced enough prima facie evidence in an effort to achieve justice in this Court of Appeals,

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For all the reasons herein stated it is respectfully submitted that the wrong decision of the trial Court be reversed and a correct decision be entered accordingly.

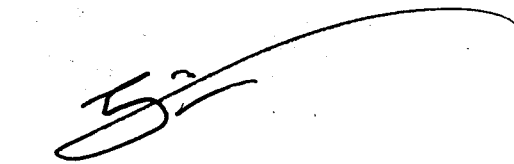
DATED this 28th day of November, 2015.

Respectfully Submitted,



Mart Liikane, Appellant

1608 Aurora Ave. N.
Seattle, Wa. 98109
(206) 484-6981



Kaleva Liikane, Appellant

1608 Aurora Ave. N.
Seattle, Wa. 98109
(206) 484-6980

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DEPARTMENT OF
JUDICIAL ADMINISTRATION
KING COUNTY, WASHINGTON
MAY 29 2015
SUPERIOR COURT CLERK
BY Andy Groom
DEPUTY

HONORABLE SAMUEL CHUNG

RECEIVED
COURT OF APPEALS
DIVISION ONE

SEP 8 - 2015

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KALEVA AND MART LIIKANE,

Plaintiffs,

v.

CITY OF SEATTLE, DEPARTMENT OF
CONSTRUCTION AND LAND USE,
DEPARTMENT OF TRANSPORTATION;
DALY PARTNERS, LLC; JIM DALY;
PAVILION CONSTRUCTION,

Defendants.

NO. 15-2-05494-5 SEA

ORDER GRANTING DEFENDANTS'
CROSS-MOTION FOR SUMMARY
JUDGMENT

← [PROPOSED]

2015 DEC 11 PM 1:25

COURT OF APPEALS DIV 1
STATE OF WASHINGTON

THIS MATTER came on before the Court on Defendants Daly Partners, LLC and Jim Daly's (the "Daly Parties") Cross Motion for Summary Judgment (the "Motion"). The Court considered the following pleadings filed in this action:

1. Motion for Summary Judgment of Kaleva and Mart Liikane;
2. Plaintiffs' Brief in Support of Motion for Summary Judgment;
3. Declaration of Mart Liikane in Support of Plaintiffs' Motion for Summary Judgment;
4. Declaration of Kaleva Liikane in Support of Plaintiffs' Motion for Summary Judgment;
5. The exhibits to Plaintiffs' Motion for Summary Judgment;

EXHIBIT

[PROPOSED] ORDER GRANTING DEFENDANTS'
CROSS-MOTION FOR SUMMARY JUDGMENT - 1

CAIRNCROSS & HEMPELMANN, P.S.
ATTORNEYS AT LAW
524 2nd Ave, Suite 500
Seattle, WA 98104
office 206 587 0700 fax: 206 587 2308

1 6. Defendants Daly Partners, LLC and Jim Daly's Cross Motion for Summary
2 Judgment and the exhibit thereto;

3 7. Declaration of James Daly in Support of Cross Motion for Summary Judgment
4 and the exhibits thereto;

5 8. Declaration of John Byrne in Support of Cross Motion for Summary Judgment
6 and the exhibits thereto;

7 9. Plaintiffs' and the Daly Parties' Response and Reply materials, if any; and

8 10. The records, pleadings and files herein.

9 The Court being fully advised, it is hereby ORDERED, ADJUDGED AND DECREED:

10 1. Defendants Daly Partners, LLC and Jim Daly's Cross Motion for Summary
11 Judgment GRANTED.

12 2. The Court finds that there is no genuine issue as to any material fact and orders
13 that Plaintiffs' claims are hereby dismissed with prejudice.

14 DONE IN OPEN COURT this ____ day of _____, 2015.

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JUDGE / COMMISSIONER

Presented by:

CAIRNCROSS & HEMPELMANN, P.S.

Charles E. Newton, WSBA No. 36635

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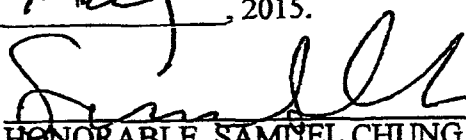
Facsimile: (206) 587-2308

Attorneys for Defendants Daly Partners, LLC and
James Daly

[PROPOSED] ORDER GRANTING DEFENDANTS'
CROSS-MOTION FOR SUMMARY JUDGMENT - 2

CAIRNCROSS & HEMPELMANN, P.S.
ATTORNEYS AT LAW
524 2nd Ave, Suite 500
Seattle, WA 98104
office 206 587 0700 fax: 206 587 2308

1 DONE IN OPEN COURT this 29th day of May, 2015.

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3 
HONORABLE SAMUEL CHUNG

4 Presented by:

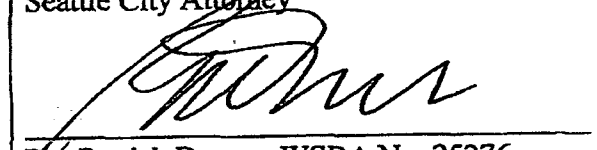
5 CAIRNCROSS & HEMPELMANN, P.S.

6
7 

8 Charles E. Newton, WSBA No. 36635
9 E-mail: cnewton@cairncross.com
10 524 Second Avenue, Suite 500
11 Seattle, WA 98104-2323
12 Telephone: (206) 587-0700
13 Attorneys for Defendants Daly Partners, LLC and
14 James Daly

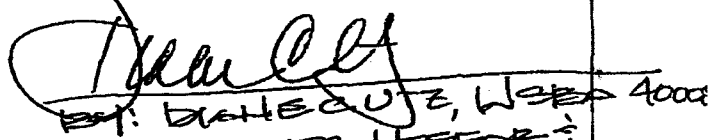
15 Approved as to form; Notice of Presentation waived:

16 PETER S. HOLMES
17 Seattle City Attorney

18 

19 By: Patrick Downs, WSBA No. 25276
20 Assistant City Attorney
21 Seattle City Attorneys' Office
22 701 Fifth Avenue, Suite 2050
23 Seattle, WA 98104-7097
24 Telephone: (206) 684-8616
25 Attorneys for City of Seattle, Dept. of Construction
26 & Land Use and Dept. of Transportation

DWALE C. UTZ
WATT, TIEDER, HOFFER &
FITZGERALD, LLP

27 

28 DWALE C. UTZ, WSBA 4000
29 WATT, TIEDER, HOFFER &
30 FITZGERALD, U
31 1215 FOURTH AVE, SUITE
32 SEATTLE, WA, 98101 2210
33 ATTORNEYS FOR
34 PAVILION CONSTRUCTION

23 MART LIKANE

23 KALEVA LIKANE

24
25 Refused to Sign

24
25 Refused to Sign

[PROPOSED] ORDER GRANTING DEFENDANTS'
CROSS-MOTION FOR SUMMARY JUDGMENT - 3


CAIRNCROSS & HEMPELMANN, P.S.
ATTORNEYS AT LAW
524 2nd Ave, Suite 500
Seattle, WA 98104
office 206 587 0700 fax 206 587 2308

EXHIBIT



Return Address:

UNICO PROPERTIES LLC
1215 4th AVE, SUITE 600
SEATTLE, WA 98101



20081216001178
UNICO ENTITY AG
PROCESSED BY 011 AG 52.00
12/10/2008 14:19
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. SOIL NAIL EASEMENT AGREEMENT

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. KAI AND KALEVA LIKKA

2. _____
Additional names on page 1 of document.

Grantee(s) Exactly as name(s) appear on document

1. UNICO ENTITY JAMES INHABIT DEFER LLC (PG 2)

2. _____
Additional names on page 6 of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
LOTS 3, 4, AND 5 IN BLOCK 7 OF UNICO LAKE ADDITION
TO CITY OF SEATTLE

Additional legal is on page 8 of document. EXHIBIT B

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned
8807900270 ; 8807900275

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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COURT OF APPEALS DIV 1
STATE OF WASHINGTON

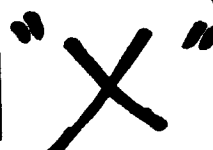
"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

§2 DURATION
STATUTE OF LIMITATION HAS RUN OUT (6 YRS.)
NO CONTRACT.

EXHIBIT



SOIL NAIL EASEMENT AGREEMENT

This SOIL NAIL EASEMENT AGREEMENT ("Soil Nail Easement") is made and entered into this 6 day of NOVEMBER, 2008, by and between KAI AND KALEVA LIIKANE, tenants in common ("Grantor"), and UNICO ENTITY NAMES ("Grantee").

[^] INHABIT DEXTER LLC
RECITALS

A. Grantor owns that certain real property located in Seattle, Washington, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference ("Grantor's Property").

B. Grantee has purchased that certain real property located east of Grantor's Property, the legal description of which is attached hereto as Exhibit B and incorporated herein by this reference ("Grantee's Property"). A public right-of-way separates Grantor's Property from Grantee's Property.

C. Grantee plans to construct a new building on Grantee's Property, which construction will require the use of a temporary earth retaining shoring wall system on the northern, western, and southern sides of Grantee's Property (the "Temporary Shoring System"). This Temporary Shoring System is commonly referred to as a top down soil nailing system. The nails (referred to herein as "Soil Nails") for this type of shoring system are horizontal tension members that temporarily stabilize the Temporary Shoring System until construction of the permanent foundation structure is complete. The Soil Nails are abandoned in place.

D. The eastern boundary of Grantor's property currently contains a gravel parking lot. The Temporary Shoring System will install Soil Nails beneath Grantor's property. Exhibits C and D are intended to more specifically describe the Temporary Shoring System as it pertains to Grantor's Property.

E. Grantor intends to grant Grantee, on the terms and conditions contained herein, a construction easement to install Soil Nails under and across a portion of Grantor's Property for the purposes set forth herein, and Grantee desires to accept the grant of such construction easement.

In consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

AGREEMENTS

1. Grant of Soil Nail Easement. Grantor hereby conveys and grants to Grantee a non-exclusive construction easement ("Soil Nail Easement") for the sole purpose of the construction, installation, use and abandonment in place, of a series of Soil Nails under and across the east one-hundred fifty (150) feet of Grantor's Property (the "Easement Area"), at depths of five (5) feet or more below the existing grade of Grantor's Property as shown on the drawing attached hereto as Exhibit C. The Soil Nails shall not extend more than forty-five (45) feet west beyond the eastern boundary of Grantor's Property as shown on the drawing attached hereto as Exhibit C.

EXHIBIT "X"

The Soil Nails will be placed into a soldier pile wall in the general configuration as shown on Exhibit D. Upon completion of in the construction and installation of the Soil Nails, detailed as-built drawings showing the locations, elevations, and dimensions of the Soils Nails shall be provided to Grantor.

2. Duration. The Soil Nail Easement shall be effective commencing on the date of recording of this Agreement in King County, Washington, and shall remain in force until such date as the City of Seattle issues to Grantee a certificate of occupancy for the new building on Grantee's Property. Grantor acknowledges and agrees that the Soil Nails may remain under Grantor's Property and shall be deemed abandoned by Grantee after termination of the Soil Nail Easement. Neither party shall have any obligation to unearth or remove the Soil Nails, but Grantor may remove, cut through or destroy the Soil Nails, at its sole expense, at any time after termination of the Soil Nail Easement.

3. Restrictions. Grantee shall comply with all applicable governmental laws and building codes relating to installation of the Soil Nails and the Temporary Shoring System. Grantee shall not disturb Grantor's Property other than to the extent reasonably necessary to install the Soil Nails. Grantee shall, at its sole cost and expense, promptly repair to Grantor's satisfaction, any damage it has caused to Grantor's Property during and as a result of the installation of the Soil Nails.

4. Reservations. Grantor reserves the right to enter upon and make use of the Easement Area for all uses not inconsistent with the rights granted herein to Grantee.

5. Consideration. Prior to any entry onto Grantor's Property pursuant to this Construction Easement, Grantee shall pay Grantor, in cash, the sum of two-thousand dollars (\$2,000.00) as consideration for this Soil Nail Easement. In addition, in the event Grantor or its successor(s) in interest requires any type of soil nail, tieback, or other earth retaining system under Grantee's Property in connection with the future development of Grantor's Property, Grantee or its successor(s) in interest shall grant a temporary easement to Grantor, on substantially the same terms as those set forth herein but taking into account the specific requirements of Grantor's development and the condition of Grantee's Property, which would permit Grantor or its successor(s) in interest to install a soil nail, tieback, or other earth retaining system under Grantee's Property.

6. Indemnity and Insurance. Grantee shall defend, indemnify, and hold Grantor harmless from all liability, claims, damages, losses, and expenses arising out of or relating to the installation of the Soil Nails. The parties agree that Grantee shall not bear any liability to Grantor for the mere abandonment in place of the Soil Nails and that Grantee shall have no obligation to unearth or remove the Soil Nails. At all times when work is being performed pursuant to this Soil Nail Easement, Grantee or its contractor shall maintain in full force and effect the insurance as outlined in Exhibit E.

7. Successors and Assigns. All of the terms of this Soil Nail Easement shall be binding upon the successors, assigns and transferees of the parties. This Soil Nail Easement is freely assignable by Grantee without the consent of Grantor.

8. Entire Agreement. This Soil Nail Easement contains the entire understanding of the parties and supersedes all prior agreements and understandings among the parties relating to

EXHIBIT

"X"

the subject matter of this Soil Nail Easement. This Soil Nail Easement shall not be modified, amended or terminated without the prior written approval of the parties hereto.

9. Governing Law and Venue. This Soil Nail Easement shall be interpreted and enforced pursuant to the laws of the State of Washington. Venue for any lawsuit arising out of this Soil Nail Easement shall be in King County, Washington.

10. Severability. If any provision of this Soil Nail Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

11. Attorneys' Fees. In any action between the parties to enforce any of the terms and conditions of this Soil Nail Easement, each party shall be responsible for its own attorneys' fees and costs including those incurred at trial or on appeal.

12. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Soil Nail Easement, the parties hereto shall be entitled to any and all remedies available at law or in equity, including but not limited to, the equitable remedy of specific performance.

13. Authority. Each party represents to the other that it is fully authorized to enter into this Soil Nail Easement and to bind the properties described herein, and that no other consent, joinder or subordination is required in order for each party to be bound by the obligations described herein.

14. Counterparts. This Soil Nail Easement may be executed in one or more counterparts, each of which, when combined, shall constitute one single binding and enforceable agreement.

Executed the day and year first above written.

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EXHIBIT "X"

GRANTOR:

KAI LIIKANE

By: Kai Liikane
Name: Kai Liikane

GRANTOR:

KALEVA LIIKANE

By: [Signature]
Name: KALEVA LIIKANE

STATE OF WASHINGTON

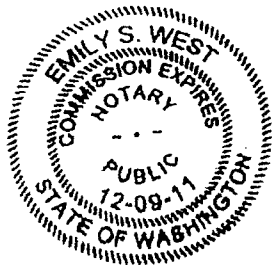
COUNTY OF Kitzap

} ss.

Kai Liikane and Kaleva Liikane

On this day personally appeared before me Emily S West, the individual who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

^{there} Given under my hand and official seal this 27 day of September, 2008



Emily S West
Printed Name Emily S West
Notary Public in and for the State of
Washington, residing at Kingston
My commission expires 12-09-2011

EXHIBIT "X"

GRANTEE:

UNICO PROPERTIES, INHABIT DEXTER LLC

A

By:, a, its

By:, a,

By: *Quentin W. Kuhrau*

Name: Quentin W. Kuhrau

Title: SVP

STATE OF WASHINGTON

COUNTY OF King

} ss.

On this day personally appeared before me Quentin Kuhrau to me known to be the SVP of UNICO PROPERTIES ENTITY NAMES that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such partnership, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

Given under my hand and official seal this 6th day of November, 2008.



Victoria M Fehl
Printed Name Victoria M Fehl
Notary Public in and for the State of
Washington, residing at 1715 4th Ave, Seattle, WA
My commission expires 3/19/11

EXHIBIT "X"

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

LOTS 3, 5, 6 IN BLOCK 8 OF UNION LAKE SUPPLEMENT TO CITY OF SEATTLE, AS PER
PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 177, RECORDS OF KING COUNTY
WASHINGTON

APN: 8807900305; 8807900320

EXHIBIT



EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

LOTS 3, 4, AND 5 IN BLOCK 7 OF UNION LAKE ADDITION, SUPPLEMENTAL TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 177, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CASE NUMBER 61981 FOR THE WIDENING OF DEXTER AVENUE AS PROVIDED BY ORDINANCE NUMBER 17628 OF THE CITY OF SEATTLE;

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

APN: 8807900270; 8807900275

EXHIBIT

"X"

EASEMENT AGREEMENT FOR SHORING SYSTEM

THIS EASEMENT AGREEMENT FOR SHORING SYSTEM (the "Agreement") is entered into this 22nd day of September, 2014 ("Effective Date"), by and between The Block Condominium Owners Association, a Washington non-profit corporation ("Grantor,") and 1701 Dexter LLC, a Washington limited liability company ("Grantee").

RECITALS

A. WHEREAS, Grantor is an association comprised of all unit owners of The Block Condominium created pursuant to the Declaration recorded in King County under Recording No. 20100121000814. The Block Condominium is a six (6) unit condominium located at 1707 Dexter Avenue North, Seattle, WA 98109 in the City of Seattle, King County, Washington, and legally described on Exhibit A hereto (the "Grantor Property").

B. WHEREAS, Grantee is the fee owner of that certain real property adjacent to the Grantor Property commonly known as 1701 Dexter Avenue North, Seattle, WA 98109 in the City of Seattle, King County, Washington, legally described on Exhibit B hereto (the "Grantee Property").

C. WHEREAS, Grantee intends to construct certain improvements on the Grantee Property, including without limitation construction of sixty-five (65) residential apartment units, four (4) of which may be live-work units, and forty-four (44) underground parking stalls (the "Project").

D. WHEREAS, Grantor agrees to grant Grantee certain easements to facilitate such Project, including but not limited to, an easement on a portion of Grantor Property for a shoring system (the "Shoring System") to support Grantee Property and the building to be constructed thereon, and Grantor Property, during construction of the Project. For purposes of this Agreement, "Shoring System" means any temporary lateral and vertical support system necessary to support Grantee Property, the building to be constructed thereon, and Grantor Property during excavation and construction of the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Grant of Easement.

1.1 Shoring Easement Over and Under Grantor Property. Grantor hereby conveys to Grantee and to its successors and assigns in title or interest a temporary, non-exclusive easement (the "Shoring Easement") on, over, above and below the portion of the Grantor Property as shown on the shoring plan attached as Exhibit C (the "Shoring Easement Area") for the construction and maintenance of a Shoring System consisting of

2014 DEC 11 PM 1:25
STATE OF WASHINGTON

EXHIBIT " C "

employees, agents, invitees, or contractors, Grantee shall indemnify Grantor only to the extent of the negligence of Grantee, or that of its agents, employees, invitees or contractors. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity under industrial Insurance, Title 51 RCW, to the extent necessary to provide Grantor with a complete indemnity for negligence of Grantee's employees, to the extent of their negligence, and has been the subject of specific negotiation between the parties.

2.3 Compliance with Laws. Grantee shall use the easements granted under the terms of Section 1 in compliance with all applicable laws, ordinances, rules, regulations and requirements of governmental authorities, including any permits granted by the City of Seattle.

2.4 No Liens. Grantee and its contractors, consultants, agents and employees, shall have no right or authority to subject Grantor Property to any lien or other encumbrance for material, labor, or other charges incurred in or arising from any activities of Grantee, and Grantee agrees that it will defend, indemnify and hold Grantor harmless against any such lien, claim, or encumbrance as well as reasonable attorneys' fees and other costs and expenses arising out of or incurred as a result of such liens, claim or other encumbrance. In the event any such lien is filed, Grantee shall discharge such lien or take other steps acceptable to Grantor such as "bonding around" the lien within ten (10) days after written request.

3. Grantor Conduct. The unit owners comprising Grantor own fee simple title to the Grantor Property, subject to easement rights, permits, leases, licenses, encumbrances and other matters identified in the real property records of the King County Recorder's Office in King County Washington. Grantor, on behalf of the unit owners of The Block Condominium and pursuant to the governing documents thereof, is authorized to enter into this Agreement with Grantee.

4. Notice and Cure. Neither party shall exercise any rights against the other with regard to this Agreement unless the other is in default of this Agreement beyond applicable cure periods. Neither party shall be in default of this Agreement unless the non-defaulting party has first provided written notice of the default and has allowed the defaulting party a reasonable time to cure the default.

5. Notices. Notices delivered with regard to this Agreement shall be sent to the applicable address included under the signature line of each party to this Agreement. Notices which are delivered in person shall be effective when delivered. Notices which are sent by overnight courier shall be effective on the next business day after delivery to the courier with charges therefor prepaid or credit extended by the courier to the sender. Notices which are mailed as provided in this Section shall be sent by Certified Mail, return receipt requested, and shall be deemed effective on the date of confirmed delivery.

6. Successors and Assigns. This Agreement and the appurtenant easements granted herein and the declarations, easements, limitations, covenants, conditions, and restrictions granted, reserved or otherwise set forth herein (the "Covenants") shall run with the land, shall in all respects constitute covenants enforceable at law and in equity, and

servitudes burdening the land, and shall be binding on the parties' successors and assigns. The Covenants shall inure to the benefit of and be binding upon, as the case may be, the Grantor and the unit owners comprising Grantor, the Grantee, and their successors and assigns to all or any portion of the Grantor Property or Grantee Property.

7. Miscellaneous

7.1 Exhibits. Exhibit A, Exhibit B, Exhibit C, and Exhibit D attached hereto are incorporated herein.

7.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

7.3 Recording. Upon mutual execution of this Agreement, either party may record same.

7.4 Amendment; Modification. This Agreement may be changed, modified or amended in whole or in part only by a written and recorded agreement executed by the Grantor and the Grantee.

7.5 Waiver. A party may, at any time or times, at its election, waive any of its rights or any of the other party's obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by the party to be bound by the waiver. No waiver shall be deemed a waiver of any other right or obligation or of a subsequent occurrence of the same or similar breach or other circumstance with respect to which the waiver was given. Additionally, no delay or omission on the part of a party in exercising any rights, power or remedy provided in this Agreement shall be construed as a waiver of or acquiescence in any breach of the terms and conditions set forth herein.

7.6 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.

7.7 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

7.8 Attorneys' Fees. In the event either party hereto shall institute any action or proceeding against the other relating to the provisions hereof, then the substantially prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees, consultant fees and court costs incurred, including on appeal.

7.9 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, express or implied, and all negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as set forth herein.

Signature Page of Easement Agreement for Shoring System

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

The Block Condominium Owners Association,
a Washington non-profit corporation

By: Owen Roberts
Name: Owen Roberts
Title: President

Address: 1707-A Dexter Avenue North
Seattle, Washington 98109

GRANTEE:

1701 Dexter LLC,
a Washington limited liability company

By: James Dady
Name: James Dady
Title: Manager

Address: 1101 N. Northlake Way, Suite 106
Seattle, WA 98103

EXHIBIT

"C"

After Recording Return To:

Caincross & Hempelmann, P.S.
524 Second Avenue, Suite 500
Seattle, WA 98104
Attention: David Herrman



20141022000785

1701 DEXTER LL EAS 89.00
PAGE-001 OF 018
10/22/2014, 12:52
KING COUNTY, WA

E2696717

10/22/2014, 12:52
KING COUNTY, WA
TAX \$168.69
SALE \$9,196.00 PAGE-001 OF 001

RECIPROCAL EASEMENT AGREEMENT FOR SHORING SYSTEMS

Grantor: Michael J. Monnahan, an unmarried person, and Patrick R. Monnahan, a married person as his separate estate

Grantee: 1701 Dexter LLC, a Washington limited liability company

Abbrev. Legal: GRANTOR'S PROPERTY
Lot 2, Block 7, Union Lake Suppl. V2/177

GRANTEE'S PROPERTY
Ptn Lots 3-5, Blk 7, Union Lake Add., Supplemental to the City of Seattle, Vol. 2, pg. 177.

Full legal descriptions on Exhibits A and B.

Tax Parcel Nos: 880790-0260; 880790-0270; 880790-0275

Related Documents: Not Applicable

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STATE OF WASHINGTON

EXHIBIT

'D' 1

(02630620.DOC:5)

3. **Grantor and Grantee Conduct.** Grantor owns fee simple title to the Grantor Property, and Grantee owns fee simple title to the Grantee Property, subject to easement rights, permits, leases, licenses, encumbrances and other matters identified in the real property records of the King County Recorder's Office in King County Washington. Grantor and Grantee are authorized to enter into this Agreement.

4. **Notice and Cure.** Neither party shall exercise any rights against the other with regard to this Agreement unless the other is in default of this Agreement beyond applicable cure periods. Neither party shall be in default of this Agreement unless the non-defaulting party has first provided written notice of the default and has allowed the defaulting party a reasonable time to cure the default.

5. **Notices.** Notices delivered with regard to this Agreement shall be sent to the applicable address included under the signature line of each party to this Agreement. Notices which are delivered in person shall be effective when delivered. Notices which are sent by overnight courier shall be effective on the next business day after delivery to the courier with charges therefor prepaid or credit extended by the courier to the sender. Notices which are mailed as provided in this Section shall be sent by Certified Mail, return receipt requested, and shall be deemed effective on the date of confirmed delivery.

6. **Successors and Assigns.** This Agreement and the appurtenant reciprocal easements granted herein and the declarations, easements, limitations, covenants, conditions, and restrictions granted, reserved or otherwise set forth herein (the "Covenants") shall run with the land, shall in all respects constitute covenants enforceable at law and in equity, and servitudes burdening the land, and shall be binding on the parties' successors and assigns. The Covenants shall inure to the benefit of and be binding upon, as the case may be, the Grantor, the Grantee, and their successors and assigns to all or any portion of the Grantor Property or Grantee Property.

7. **Miscellaneous**

7.1 **Exhibits.** Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto are incorporated herein.

7.2 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

7.3 **Recording.** Upon mutual execution of this Agreement, either party may record the same, or a memorandum hereof against the real property of the other.

7.4 **Amendment; Modification.** This Agreement may be changed, modified or amended in whole or in part only by a written and recorded agreement executed by the Grantor and the Grantee.

7.5 **Waiver.** A party may, at any time or times, at its election, waive any of its rights or any of the other party's obligations hereunder, but any such waiver shall be

EXHIBIT

EXHIBIT

RECEIVED
-8 SEP 2015
DEPARTMENT OF JUDICIAL ADMINISTRATION
KING COUNTY, WASHINGTON
FILED
KING COUNTY, WASHINGTON
MAY 29 2015
SUPERIOR COURT CLERK
BY Andy Groom
DEPUTY

HONORABLE SAMUEL CHUNG

RECEIVED
COURT OF APPEALS
DIVISION ONE

SEP 8 - 2015

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KALEVA AND MART LIIKANE,

Plaintiffs,

v.

CITY OF SEATTLE, DEPARTMENT OF
CONSTRUCTION AND LAND USE,
DEPARTMENT OF TRANSPORTATION;
DALY PARTNERS, LLC; JIM DALY;
PAVILION CONSTRUCTION,

Defendants.

NO. 15-2-05494-5 SEA

ORDER GRANTING DEFENDANTS'
CROSS-MOTION FOR SUMMARY
JUDGMENT

[PROPOSED]

2015 DEC 11 PM 1:25

STATE OF WASHINGTON
COURT OF APPEALS DIVISION ONE

THIS MATTER came on before the Court on Defendants Daly Partners, LLC and Jim Daly's (the "Daly Parties") Cross Motion for Summary Judgment (the "Motion"). The Court considered the following pleadings filed in this action:

1. Motion for Summary Judgment of Kaleva and Mart Liikane;
2. Plaintiffs' Brief in Support of Motion for Summary Judgment;
3. Declaration of Mart Liikane in Support of Plaintiffs' Motion for Summary Judgment;
4. Declaration of Kaleva Liikane in Support of Plaintiffs' Motion for Summary Judgment;
5. The exhibits to Plaintiffs' Motion for Summary Judgment;

EXHIBIT

[PROPOSED] ORDER GRANTING DEFENDANTS'
CROSS-MOTION FOR SUMMARY JUDGMENT - 1

CAIRNCROSS & HEMPELMANN, P.S.
ATTORNEYS AT LAW
524 2nd Ave, Suite 500
Seattle, WA 98104
office 206 587 0700 fax 206 587 2308

1 6. Defendants Daly Partners, LLC and Jim Daly's Cross Motion for Summary
2 Judgment and the exhibit thereto;

3 7. Declaration of James Daly in Support of Cross Motion for Summary Judgment
4 and the exhibits thereto;

5 8. Declaration of John Byrne in Support of Cross Motion for Summary Judgment
6 and the exhibits thereto;

7 9. Plaintiffs' and the Daly Parties' Response and Reply materials, if any; and

8 10. The records, pleadings and files herein.

9 The Court being fully advised, it is hereby ORDERED, ADJUDGED AND DECREED:

10 1. Defendants Daly Partners, LLC and Jim Daly's Cross Motion for Summary
11 Judgment GRANTED.

12 2. The Court finds that there is no genuine issue as to any material fact and orders
13 that Plaintiffs' claims are hereby dismissed with prejudice.

14 DONE IN OPEN COURT this ____ day of _____, 2015.

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JUDGE / COMMISSIONER

Presented by:

CAIRNCROSS & HEMPELMANN, P.S.

Charles E. Newton, WSBA No. 36635

E-mail: cnewton@cairncross.com

Nick S. Franzen, WSBA No. 48150

E-mail: nfranzen@cairncross.com

524 Second Avenue, Suite 500

Seattle, WA 98104-2323

Telephone: (206) 587-0700

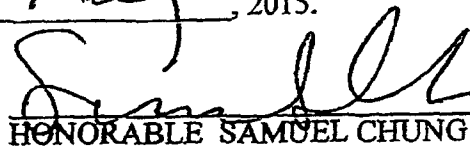
Facsimile: (206) 587-2308

Attorneys for Defendants Daly Partners, LLC and
James Daly

[PROPOSED] ORDER GRANTING DEFENDANTS'
CROSS-MOTION FOR SUMMARY JUDGMENT - 2

CAIRNCROSS & HEMPELMANN, P.S.
ATTORNEYS AT LAW
524 2nd Ave, Suite 500
Seattle, WA 98104
office 206 587 0700 fax: 206 587 2308

1 DONE IN OPEN COURT this 29th day of May, 2015.

2
3
4 
HONORABLE SAMUEL CHUNG

5 Presented by:
6 CAIRNCROSS & HEMPELMANN, P.S.

7 

8 Charles E. Newton, WSBA No. 36635
9 E-mail: cnewton@cairncross.com
10 524 Second Avenue, Suite 500
11 Seattle, WA 98104-2323
12 Telephone: (206) 587-0700
13 Attorneys for Defendants Daly Partners, LLC and
14 James Daly

15 Approved as to form; Notice of Presentation waived:

16 PETER S. HOLMES
17 Seattle City Attorney

18 

19 By: Patrick Downs, WSBA No. 25276
20 Assistant City Attorney
21 Seattle City Attorneys' Office
22 701 Fifth Avenue, Suite 2050
23 Seattle, WA 98104-7097
24 Telephone: (206) 684-8616
25 Attorneys for City of Seattle, Dept. of Construction
26 & Land Use and Dept. of Transportation

DWANE C. UTZ
WATT, TIEDER, HOFFER &
FITZGERALD, LLP

27 

28 DWANE C. UTZ, WSBA 4000
29 WATT, TIEDER, HOFFER &
30 FITZGERALD, U
31 1215 FOURTH AVE, SUITE
32 SEATTLE, WA, 98101 2210
33 ATTORNEYS FOR
34 PAVILION CONSTRUCTION

23 MART LIKANE

23 KALEVA LIKANE

24 Refused to Sign

24 Refused to Sign

[PROPOSED] ORDER GRANTING DEFENDANTS'
CROSS-MOTION FOR SUMMARY JUDGMENT - 3

CAIRNCROSS & HEMPELMANN, P.S.
ATTORNEYS AT LAW
524 2nd Ave, Suite 500
Seattle, WA 98104
office 206 587 0700 fax 206 587 2308