

No. 73641-8-I

COURT OF APPEALS FOR THE STATE OF WASHINGTON

KALEVA LIIKANE,
APPELLANT,

V.

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

RESPONDENTS.

REPLY BRIEF OF APPELLANT, KALEVA LIIKANE

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

FILED
COURT OF APPEALS DIV I
STATE OF WASHINGTON
2016 AUG 12 AM 10:53

ORIGINAL

TABLE OF CONTENTS

	Page
I NATURE OF THE CASE	1
II RESTATEMENT OF ISSUES PRESENTED	1-6
III STATEMENT OF THE CASE	1-6
IV ARGUMENT	4,5
V CONCLUSION	6

Reply Brief of Appellant

Court of Appeals Case No. 73641-8-I-ii

TABLE OF AUTHORITIES

Justice based upon U.S. and State of Washington Consti-
tutions

Reply Brief of Appellant

Court of Appeals Case No. 73641-8-I-ii

Contrary to the Respondents' stated "nature of case" being about the transferability of the soil nail easement agreement between Unico Properties and Liikane's, the true nature of the case is based on the multiple breaches of that fully enforceable contract.

1. The Respondents have never to this day, made the \$ 2,000.00 cash payment to Kai and or to Kaleva Liikane as required under paragraph 5 of the Easement Agreement (E/A). Rather they report that an attempt was made to mail something and later a sealed envelope was presented to Mart Liikane. Prior to either attempt the Respondents trespassed criminally on the Liikane property with their construction heavy equipment, damaging parking surface and as well interfering with the parking provided for the tenants of the Liikane property.

2. The original shoring plan drawings which were absolutely part of the E/A as expressed in paragraph "D" of the E/A as expressed in paragraph "D" of the E/A "exhibits "C" and "D" are intended to more specifically describe the temporary shoring system as it pertains to the Grantors' property". Exhibits "C" and "D" are the original drawings of the shoring system.

The changes to the shoring system plan includes an additional 6 nails (20% more) and placed at a significantly different angle from that which was described in the original plan. The Respondents made false claims during their testimony for their cross-motion for summary judgment that only 2 additional shoring nails were used in their modified plan. This action is a direct breach of paragraph 8 of the E/A which states: "This Soil Nail Easement Agreement shall not be modified, amended or terminated without the prior written approval of the parties hereto."

3. To this date, no as-built drawings have ever been provided to the Appellants. This failure constitutes a clear breach of paragraph 1 of the E/A, which states: "Upon completion of the construction and installation of the soil nails, detailed as-built drawing showing the locations, elevations and dimensions of the soil nails shall be provided to the Grantor."

4. The effort of the Respondents to request that the Appellants pay the attorney's fees for the Dayly parties is an absolute breach of paragraph 11 of the E/A which states: "In any action between parties to enforce any of the terms and conditions of this soil nail ease-

ment, each party shall be responsible for its attorney's fees and costs including those incurred at trial or on appeal."

Beyond the multiple breaches of contract which were misrepresented by false statements of facts to the lower court, the issue of motivations have been brought up by the Respondents. The facts of why Daly chose to modify the shoring plan without approval from the Liikane's contradicts the statements that the Liikanes are acting out of greed. The true facts are that the E/A between Unico Properties and Kai and Kaleva Liikane provided for a shoring plan covering lots 3;4;and 5;making up a total of 150 feet as referenced on the cover sheet of the E/A under the legal description as well as in paragraph 1 of the E/A "The east 150 feet of the grantors' property(the easement area)". Lot 4 (the middle 50 feet of the easement area)is owned by Juhan Liikane and was intended to receive the bulk of the payment for the combined easement agreements. The far below fair value of \$2,000.00 for Kai and Kaleva Liikanes' lots 3 and 5 were agreed to in order to allow Unico to offer the greater portion of a fair value to Juhan Liikane.

Juhan's 1/3 of the easement area never had a completed easement agreement established, as Unico abandoned their own development plans and sold their property to Daly. Daly chose not to pursue the more costly effort to include Juhan Liikane in the plans, rather decided to modify the shoring plan to by-pass Juhan's lot No.4. The addition of six extra shoring nails at irregular angles into Kai and Kaleva's lots 3 and 5 were originally designed to be placed into lot No.4. Liikanes are in no way attempting to "extort" money from Daly, rather they strive for a fair compensation for the modifications of the original plan which has excluded Juhan Liikane's lot No.4.

The City of Seattle was repeatedly made aware of the situation and the nature of the unapproved modifications to the E/A. The City decided to grant permission for Daly to ultimately criminally trespass onto Liikanes' property and therefore are responsible for actions against the Appellants.

The lower court erred in their judgment by accepting the false statements of fact by the Respondents that there

only are two additional soil nails and that the shoring plan was essentially identical to the one which had been approved by the Liikanes.

The court also misinterpreted that the only parameters guiding the installation of the shoring nails were described in paragraph 1 of the E/A not taking into account the more specific parameters described in paragraph "D". The court ignored the argument that no as-built drawings were ever provided to the Appellants by Daly. No acknowledgement was made by the court that Daly has failed to make any payments of any amount to Kai and or Kaleva Liikane. The court was unable to understand that the additional six shoring nails would have been geometrically impossible to install under the specific guidelines illustrated by the original shoring plan details in exhibit "C" and "D" of the E/A. This is a fact which^v was clearly not fully understood by the court and these[^] facts must be thoroughly examined in a proper trial. The court also erred by not recognizing that the City of Seattle's defense made no sense. The City argued that the Liikane's had not made a complaint in a timely manner as a matter of procedure. The facts are

that Liikanes made several proper complaints to the City, both in writing and in person, prior to the City's issuance of the shoring permit. The complaints were made well before the expiration of such a procedural time limit would ever have existed.

Real, actual damage has been incurred by the Liikanes as the quantity and irregular locations of the unapproved shoring nails complicate future development plans for the Liikanes property. Additional vehicular and heavy machinery criminally trespassed onto the Liikane's property have not only damaged the physical property, but also the accessibility for Liikane's tenants.

There is nothing frivolous about the Liikanes' attempts to protect their property and their respective property right, as well as upholding all the terms and conditions of an unaltered Easement Agreement, which was performed between Kai and Kaleva Liikane and Unico Properties.

Any attempts to "unwind" the terms of the E/A were made by Daly in an effort to by-pass the need for costly negotiations with Juhan Liikane. As a result Kai and Kaleva were willing to accommodate the change to E/A

initiated by Daly with a fair monetary value consistent with what was a standard value for such an agreement. Fairness, rather than greed was the sole motivation guiding the Liikane family.

V CONCLUSION

It is obvious that the Respondents' Brief is, as usual, full of wrong factual statements written by the deceitful, tricky and dishonest attorneys, who only want to win the cases and have no interest in obtaining justice. It is this Appeals Court, as an arbitrator, and the judges who have given their oath of office to uphold the U.S. Constitution and who have to be impartial as well, to do justice and overturn the lower court's wrongful order, which decided in favor of the Respondents' cross-motion on the summary judgment motion. Therefore, the relief sought by the appellants is very simple: for this Court to overturn the lower Court's wrongful decision and or order a jury trial, where all the genuine issues of material facts (there are many of them) can be fairly decided by the jury. The U.S. Constitution does grant the appellants this right.

In addition appellant Mart Liikane will add officially or unofficially his direct unbelievable unjust experience with the corrupt operations between this Appeals Court and the King County Superior Court. Therefore, it should be mandatory for all to study the unpublished opinion of this Court's Case NO. 10077-7-I and Case No.11353-4-I.

DATED this 11th day of July, 2016.

At Seattle, Washington.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Kaleva Liikane', written in a cursive style. The signature is positioned to the right of the text 'Respectfully submitted,'.

Kaleva Liikane, Appellant

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