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SUPREME COURT
STATE OF WASHINGTON

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SUPREME COURT OF THE STATE OF WASHINGTON
BY RONALD R. CARPENTER

SOUTH TACOMA WAY, LLC,

Respondent,

v.

STATE OF WASHINGTON,
DEPARTMENT OF TRANSPORTATION
AND SUSTAINABLE URBAN
DEVELOPMENT #1, LLC,

Petitioner.

CLERK
NO. 822-12-3

STATEMENT OF
ADDITIONAL
AUTHORITIES

Respondent South Tacoma Way LLC hereby files this statement of additional authorities under RAP 10.8 regarding issues raised at oral argument.

1. CP 130 -

Q. Did you or your family ever intend to waive their right to purchase the alley in the event the State declared it surplus property?

[Staub]No.

Q. If the State had declared the property as surplus and given you the opportunity to bid on that alley would you have done so?

A. Yes.

Q. When you were informed...that Sustainable Urban Development had purchased the alley, was that presented you as a completed purchase?

A. Yes.

(Regarding the issue raised by Justice C. Johnson as to whether Nicholas Staub and the Staub family expressed interest in buying the property, and would have objected had he been notified by the State of his rights under RCW 47.12.063 before the conveyance had been completed)

2. ***Noel v. Cole*, 98 Wn.2d 375, 655 P.2d 245 (1982)** –
The Commissioner of Public Lands and the Department of Natural Resources (DNR) *entered into a contract* with Alpine Excavating, Inc. (Alpine) by which DNR granted Alpine the right to cut timber from a tract of land on Whidbey Island.

...By letter of June 3, the Commissioner mailed a bill of sale to Alpine and on July 21, after Alpine put up a performance guaranty of \$100,000, *the parties executed a formal contract.*

Noel, 98 Wn.2d at 377 (emphasis added) (Regarding counsel for SUD's statement on rebuttal – in response to question by Justice Stephens – that *Noel* can be distinguished from this case because the contract in *Noel* was executory, not complete)

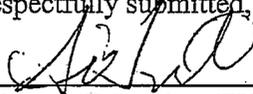
3. ***State ex rel. Bain v. Clallam Cy. Bd. of Cy. Comm'rs*, 77 Wn.2d 542, 463 P.2d 617 (1970)** –

When dealing with an officer or officers of a municipal corporation, one must be presumed to have knowledge of the official's power and authority, and when one deals with them in a manner not in compliance with the law one does so at one's peril.

Bain, 77 Wn.2d at 549 (Regarding the issue of whether SUD is an innocent purchaser and not charged with knowledge of limitations on DOT's authority).

DATED this 19th day of January, 2010.

Respectfully submitted,



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Attorneys for Respondent South Tacoma Way

DECLARATION OF SERVICE

On this day said forth below, I emailed and deposited with the U.S. Postal Service a true and accurate copy of Statement of Additional Authorities in Supreme Court Cause No. 82212-3 to the following parties:

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Original sent by email for filing with:
Washington State Supreme Court
Clerk's Office
415 12th Street W.
Olympia, WA 98504-0929

I declare under penalty of perjury under the laws of the State of Washington and the United States that the foregoing is true and correct.

DATED: January 19, 2010, at Tukwila, Washington.


Paula Chapler
Talmadge/Fitzpatrick