

FILED

MAY 22 2018

COA No. 33928-9-III

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By _____

COURT OF APPEALS, DIVISION III
OF THE STATE OF WASHINGTON

DOUGLAS COUNTY,
Respondent,
v.
MARK and NANCY MARLOW,
Appellants.

VERIFIED REPLY BRIEF OF APPELLANTS

Mark Marlow
Nancy Marlow
Pro Se Appellants
5050 State Route 28
Rock Island, WA 98850

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RP 22-23; CP 295 CP 12-76. *Bosnar v. Rawe*, 167 Wn. App. 509, 512, 273 P.3d 488, review denied, 175 Wn.2d 1003 (2012).

Summa Corp. v. California, 466 U.S. 198 (1984) and *City of Los Angeles v. Venice Peninsula Prop.*, 253 Cal. Rptr. 331 (1988), PATENT. CP 12-76.

Federal Land Bank of Spokane v. Redwine, 51 Wn. App. 766, 755 P.2d 622 (1988), (Page 3-4)

Commissioners was enforceable. *Giffin v. King County*, 50 Wash. 327, 97 P. 230 (1908); *Beseloff v. Whatcom County*, 133 Wash. 109, 233 P. 284 (1925). In order to be frivolous, all the issues raised on appeal must be devoid of merit. *Hanna v. Margitan*, 193 Wn. App. 596, 373 P.3d 300 (2016).

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I. STATEMENT OF THE CASE

Pro se appellants Marlow rely on their statement of the case and do not agree with the counter-statement of the case by Douglas County.

II. ARGUMENT

Douglas County is incorrect by arguing the Marlow's did not acquire title to their property from the United States government through a land patent and the land constitutes allodial land. RP 22-23; CP 295. The Marlow's have always asserted they have a valid land patent and the documents in the record reflect their property is included in the description in the Northern Pacific Railway land patent. The documents speak for themselves. The Marlow's are referred to as Assigns on their original UNITED STATES LAND PATENT. CP 12-76. . If this were not so, Douglas County would have raised this defense in the trial court. It did not and therefore waived it. *Bosnar v. Rawe*, 167 Wn. App. 509, 512, 273 P.3d 488, review denied, 175 Wn.2d 1003 (2012).

No Washington state court case can overrule or set aside many years of U. S. Supreme Court cases as they relate to UNITED STATES LAND PATENTS, as Douglas County would have this Honorable COURT OF APPEALS believe. The Marlow's argue there can be no governmental Subject Matter Jurisdiction on ANY private land that was and still is FOREVER protected by a UNITED STATES LAND PATENT. *Summa Corp. v. California*, 466 U.S. 198 (1984) and *City of Los Angeles v. Venice Peninsula Prop.*, 253 Cal. Rptr. 331 (1988), recognize the power and force of a UNITED STATES LAND PATENT that cannot be ignored as authority.

In its brief, Douglas County acknowledged all land is allodial in this state. The Marlow's then have all the benefits of the original UNITED STATES LAND PATENT as it relates to their Legal Description, which quitclaim transferred all sovereign allodial land ownership rights, title, interest, estate, use, and control once held by the government of the United States of America to the private sector with such UNITED STATES LAND PATENT. CP 12-76.

Federal Land Bank of Spokane v. Redwine, 51 Wn. App. 766, 755 P.2d 622 (1988), does not overrule the U.S. Supreme Court's decision in Summa Corp. Redwine has no applicability to the Marlow's case. In Redwine obvious intent to undermine a bonding contract agreed upon and signed puts liability on both the barrower as well as the lender to furnish funds as well as to repay those funds with interest as agreed upon.

However once these contracts are satisfied Title becomes clean and clear. The Marlows have worked hard to pay their taxes and obligation of their mortgage and do Not intend to ever stop.

This Lawsuit brought against the Marlows and there private Land by Douglas county has put the Marlows at very much of a disadvantage and was brought 14 years after the purchase of there private property, and there alleged violations.

In 1997 before a rock was over turned the Marlows contacted the county to see if any permits were Needed to cap an existing boat ramp and pour other concrete on the property the answer was NO . NO permits were Necessary and received a verbal permit.

Permits were given in 1999 for our primary residence, and in 2005 for a second shop, and in 2006 for a mother in laws home, at no time with the many visits to the Marlows Private property by county staff was any of these improvements of any concern but of encouragement of how we should be proud of ourselves and how beautiful we have made it.

On October 27, 2010, Ray Perez of DCTLS contacted Nancy to speak unofficially about our alleged violations; which we were unaware of. We spoke of our alleged violations and we offered Mr. Perez to view our property, which he did. During his site visit, Ray Perez stated how beautiful it (the property) was, and if it were his property, he would have done the exact same thing. At this time, Ray Perez advised us to contact Larry Lehman, a biologist with Grette and Associates. A day or so later, We met with Larry at our property. we asked about the properties upstream and was told because who they were and unfortunately since they were big contributors to the community, they were not being pursued. He also stated that he had seen our file and it was obvious to him that the county was going to make an example out of us. Due to

Larry's statements and those of Mr. Perez, we felt that the County and Grette and Associates had already had prejudices against us.

Their argument is not frivolous as recognized by the U.S. Supreme Court in Summa Corp., specific legal authority supporting the Marlow's position, which is not frivolous and not controlled by Redwine. Sanctions are inappropriate. RAP 18.9(a).

Douglas County is also wrong by arguing the Marlow's did not present evidence of any settlement agreement, written or oral. The narrative report of proceedings is in the record. If Douglas County had any evidence to the contrary, it should have included the alleged emails and correspondence it now relies on to say there was no agreement. By failing to supplement the record properly and to move to take additional evidence, the emails and correspondence should be disregarded as they are not part of the record on appeal. RAP 9.11.

Furthermore, this assignment of error involving the oral agreement with the County Commissioners has merit. The trial court refused to consider it, but case law supports the Marlow's claim that the oral agreement they had with the County Commissioners was enforceable. Giffin v. King County, 50 Wash.

327, 97 P. 230 (1908); *Beseloff v. Whatcom County*, 133 Wash. 109, 233 P. 284 (1925). In order to be frivolous, all the issues raised on appeal must be devoid of merit. *Hanna v. Margitan*, 193 Wn. App. 596, 373 P.3d 300 (2016). That is not this case.

As to all other arguments made by Douglas County, the Marlow's rely on their opening brief.

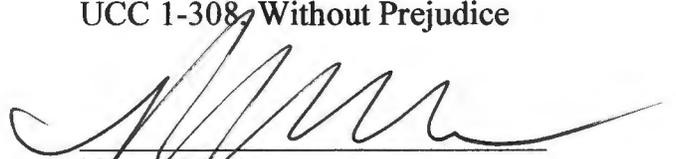
III. CONCLUSION

The Marlow's respectfully demand that this Honorable COURT OF APPEALS will make its final ruling, judgment, or decree in the form of an Appealable Statement of Facts and Conclusion of Law on the issues that are presented above. The orders should be reversed, the fines lifted, and the case dismissed for lack of subject matter jurisdiction.

Executed by the voluntary act of our own hands on the land in DOUGLAS COUNTY and dated this 21st day of the fifth month, in the year two thousand and eighteen, Anno Domini, in the two-hundred and forty-first year of the Independence of America.



Mark Marlow
Authorized Representative of
MARK MARLOW
(Legal distinction being made ON
THE RECORD.)
All Rights Reserved
UCC 1-308, Without Prejudice



Nancy Marlow
Authorized Representative of
NANCY MARLOW
(Legal distinction being made ON
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VERIFICATION

We have read the foregoing document entitled: Marlow's
Verified Reply Brief of Appellants and know the contents thereof.

We, the Marlow's declare that:

We are a party to the above entitled action or proceeding,
and certify that the matters stated therein are facts of our own
knowledge.

We declare under the penalty of perjury of the Laws of the
STATE OF WASHINGTON and *these* United States of America,

that the foregoing is correct and complete to the best of my knowledge, information and belief, and that this verification is executed by the voluntary act of our own hands in DOUGLAS COUNTY and is dated this twenty-first day of the fifth month, in the year two thousand and eighteen, Anno Domini, in the two-hundred and forty-first year of the Independence of the America.



Mark Marlow
Authorized Representative of
MARK MARLOW
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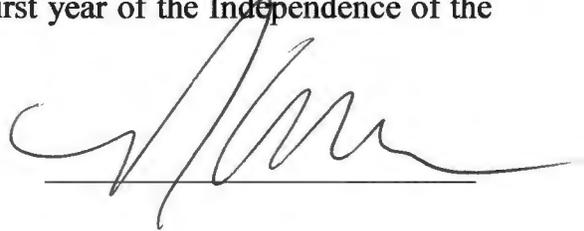
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PROOF OF SERVICE BY MAIL

I hereby declare under the penalty of perjury in the STATE OF WASHINGTON and *these* United States of America, that I served the foregoing document entitled **MARLOW'S VERIFIED REPLY BRIEF OF APPELLANTS** on the opposing party(ies) by depositing in a Mail Box maintained by the United States Postal Service, addressed as follows:

**STEVEN M. CLEM
DOUGLAS COUNTY PROSECUTING ATTORNEY
P.O. Box 360
Waterville, WA 98858-0360**

I declare under the penalty of perjury of the Laws of the STATE OF WASHINGTON and *these* united States of the America, that the foregoing is correct and complete to the best of my knowledge, information and belief, and that this PROOF OF SERVICE is executed by the voluntary act of my own hand in DOUGLAS COUNTY and is dated this twenty-first day of the fifth month, in the year two thousand and eighteen, Anno Domini, in the two-hundred and forty-first year of the Independence of the America.



A handwritten signature in black ink, appearing to read 'S. Clem', is written over a horizontal line.

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I hereby declare under the penalty of perjury in the STATE OF WASHINGTON and *these* United States of America, that I served the foregoing document entitled **MARLOW'S TABLE OF CONTENTS** on the opposing party(ies) by depositing in a Mail Box maintained by the United States Postal Service, addressed as follows:

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