

BOISE, MONDAY, AUGUST 19, 2024 AT 8:50 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

MANUEL ROSE and MELISSA ROSE,)
Husband and Wife,) **Docket No. 50433**
)
Third Party Plaintiffs-Appellants-)
Cross Respondents,)
)
v.)
)
FRED M. MARTINO and MICHELLE M.)
MARTINO, on behalf of themselves and as)
TRUSTEES of the F and M MARTINO)
FAMILY TRUST,)
)
Third Party Defendants-Respondents-)
Cross Appellants.)
)

DONALD R. MELIZA and MARYLEE V.)
MELIZA, Husband and Wife,)
)
Plaintiffs-Counterdefendants,)
)
v.)
)
MANUEL ROSE and MELISSA ROSE,)
Husband and Wife,)
)
Defendants-Counterclaimants,)
)
and)
)
WYNDHAM CAPITAL MORTGAGE, INC.,)
a North Carolina corporation registered in)
Idaho; TRANSNATION TITLE & ESCROW,)
INC., dba FIDELITY NATIONAL TITLE)
COMPANY, a Delaware corporation)
registered in Idaho; NUMERICA CREDIT)
UNION, a Washington credit union registered)
in Idaho; and FIRST AMERICAN TITLE)
COMPANY, INC., an Idaho corporation,)
)
Defendants.)

Appeal from the District Court of the First Judicial District, State of Idaho, Bonner County.
Barbara Buchanan, District Judge.

Post Falls Law, Post Falls, for Appellants/Cross Respondents.

Featherston Law Firm, Chtd., Sandpoint, for Respondents/Cross Appellants.

This appeal arises from a boundary line dispute between neighbors Manuel and Melissa Rose and Donald and Marylee Meliza. The Roses and the Melizas own adjacent parcels of property in rural Bonner County, separated by a fence that runs the entire length of their shared border. The Roses purchased the property in April 2014 from Fred and Michelle Martino through a warranty deed in which the Martinos warranted that they were the “owner in fee simple of said premises” and that they would “warrant and defend the same from all claims whatsoever.” Several years later, the Melizas claimed ownership over approximately one-third acre of the Roses’ alleged property pursuant to a Boundary Line Agreement (BLA) executed and recorded in 1999. After the Melizas filed a quiet title action against them, the Roses filed a third-party complaint against the Martinos for breach of warranty of title. On cross-motions for summary judgment, the district court granted summary judgment in the Martinos’ favor, finding that the Roses had constructive notice of the recorded BLA and that the BLA was excluded from the Martinos’ warrant of title, which provided that it was subject to encumbrances of record.

On appeal from the final judgment, the Roses argue that (1) the district court applied the incorrect law when it held that the Roses’ constructive knowledge of the BLA defeated their breach of warranty claim, arguing instead that the court should have applied caselaw that obligates the sellers of real property to ensure the accuracy of the legal description contained in the deed; (2) the district court erred when it determined that the BLA was excluded from the warranties; (3) the district court erred by considering Mr. Martino’s and his attorney’s declarations; and (4) the district court erred in finding that the Martinos were the prevailing party. The Martinos cross-appealed, arguing that the district court erred in denying them an attorney fees award below.