

## Cefalo, James

---

**From:** Tessa Sparrow <tps@racinelaw.net>  
**Sent:** Wednesday, October 04, 2017 9:52 AM  
**To:** Cefalo, James  
**Cc:** Randy Budge; 'steelspur@aol.com'  
**Subject:** Eight Mile Ranch Transfer No. 81525  
**Attachments:** Recorded Boundary Line Agreement.pdf

Dear James,

Attached for your information and file is a copy of the recorded original Boundary Line Agreement between Eight Mile Ranch, LLC and Brent L. Webb. This clears up Eight Mile Ranch's ownership of the irrigated place of use in the SWNW and SWNE of Section 16, T10S, R42E, B.M.

With this I believe the transfer is ready for final approval. If you have any questions, give me a call.

Sincerely,

**Randall C. Budge**



201 E. Center Street / P.O. Box 1391  
Pocatello, Idaho 83204  
(208)232-6101 - Phone  
(208)232-6109 - Fax

[www.racinelaw.net](http://www.racinelaw.net)

**CONFIDENTIALITY NOTICE** - This email and its attachments may contain information that is confidential, privileged, or otherwise protected from disclosure. If you believe this email may have been sent to you in error, please notify the sender immediately.

**Instrument # 225342**

BEAR LAKE COUNTY

10-2-2017 12:26:21 PM No. of Pages: 6

Recorded for : RACINE, OLSON, NYE & BUDGE

CINDY GARNER

Fee: 25.00

Ex-Officio Recorder Deputy

Index to: AGREEMENT

## **BOUNDARY LINE AGREEMENT**

This Boundary Line Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of September, 2017, by and between EIGHT MILE RANCH, L.L.C., and Idaho limited liability company, whose address is 1501 Eight Mile Creek Road, Soda Springs, Idaho 83276 (hereinafter "Harris") and BRENT L. WEBB, whose address is 406 N. Hisaw Lane, American Falls, Idaho 83211 (hereinafter "Webb").

### **RECITALS:**

A. Harris owns real property in the SE1/4NW1/4 and SW1/4NE1/4 of Section 16, Township 10 South, Range 42 East, B.M., Bear Lake County, Idaho, lying north of a long existing fence line.

B. Webb owns certain real property in the SE1/4NW1/4 and SW1/4NE1/4 of Section 16, Township 10 South, Range 42 East, B.M., Bear Lake County, Idaho, lying south of the long existing fence line.

C. By reason of the foregoing, the parties to this Agreement are adjoining landowners and share a common boundary based upon the existing fence.

D. The parties desire to enter into this Agreement to establish the existing fence as the location of the common boundary and as a matter of mutual convenience between their adjoining properties and to confirm historic use and possession.

NOW, THEREFORE, FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED IN THIS AGREEMENT, HARRIS AND WEBB AGREE AS FOLLOWS:

1. Existing Boundary Line. The parties hereby agree that the existing fence line dividing their respective properties in the SE1/4NW1/4 and SW1/4NE1/4 of Section 16, Township 10 South, Range 42 East, B.M., Bear Lake County, Idaho, as identified in the map attached hereto as **Exhibit A** and incorporated by referenced, is and shall remain the common boundary line. Accordingly, Harris is the sole and lawful owner of all of said property in the SE1/4NW1/4 and SW1/4NE1/4 of Section 16 located north of the fence line and Webb is the sole and lawful owner of all of said property in the SE1/4NW1/4 and SW1/4NE1/4 of Section 16 lying south of the fence line.

2. Quitclaim Exchange. Harris does hereby remise, release, convey and quitclaim to Webb all property in the SE1/4NW1/4 and SW1/4NE1/4 of Section 16, Township 10 South, Range 42 East, B.M., Bear Lake County, Idaho, lying south of the existing fence line establishing the common boundary line pursuant to this Agreement. Webb does hereby remise, release,

225342

convey and quitclaim to Harris all property in the SE1/4NW1/4 and SW1/4NE1/4 of Section 16, Township 10 South, Range 42 East, B.M., Bear Lake County, Idaho, lying north of the existing fence line establishing the common boundary line pursuant to this Agreement.

3. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party, except to the extent incorporated in this Agreement.

4. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only in writing signed by each party or an authorized representative of each party.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors in interest.

6. Recording. This Agreement shall be recorded in the Bear Lake County Recorder's Office.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

EIGHT MILE RANCH, L.L.C.

By

MARIL-

MARK R. HARRIS, Manager

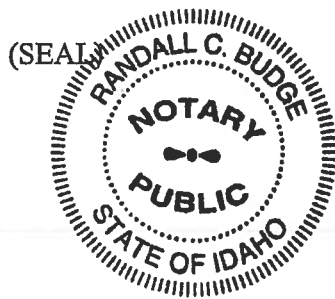
Brent L Webb

BRENT L. WEBB

225342

STATE OF IDAHO )  
County of Bannick ) : ss

This record was acknowledged before me on this 11<sup>th</sup> day of September, 2017,  
by **Mark R. Harris** as Manager of Eight Mile Ranch, L.L.C.



Randall C. Budge  
NOTARY PUBLIC FOR IDAHO  
Commission expires: 10/11/18

225342

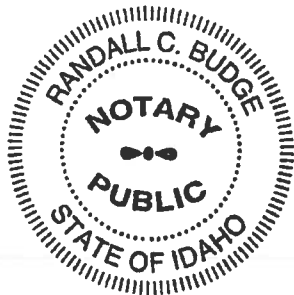
STATE OF IDAHO

County of Bannock

)  
: ss  
)

This record was acknowledged before me on this 25<sup>th</sup> day of September, 2017, by  
**Brent L. Webb.**

(SEAL)



Randall C. Budge  
NOTARY PUBLIC FOR IDAHO  
Commission expires: 10/24/18

225342

# **EXHIBIT A**

## **MAP**

# Eight Mile Ranch, LLC - Brent T. Webb Boundary Agreement

