

SUPREME COURT OF THE STATE OF IDAHO

Peterson v. Gentillon

154 Idaho 184 (2013) · No. 38878 · Decided February 26, 2013

SUMMARY

The Idaho Supreme Court addresses a quiet title dispute involving exchanged parcels of riparian and agricultural land, a center-pivot irrigation easement, and road access rights. The court holds that the statute of limitations did not bar the Partnership’s specific-performance claim concerning property in its possession and concludes that the district court erred in awarding the southern 50-foot strip to the Petersons. The court also remands for further proceedings concerning the width of the road easement and reviews restrictions on irrigation water affecting that easement.

CASE DETAILS

COURT	Supreme Court of the State of Idaho
WRITING FOR THE COURT	Burdick, Chief Justice; Eismann, Justice; Jones, Justice; W. Jones, Justice; Horton, Justice
JURISDICTION	Idaho
DECIDED	February 26, 2013
DOCKET	38878
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal and cross-appeal from a district court quiet-title judgment involving ownership of disputed agricultural and riparian land, a resulting-trust claim, and the scope of an access easement.
STANDARD OF REVIEW	The Court reviewed whether the evidence supported the district court's factual findings and whether those findings supported its legal conclusions. Findings of fact were reviewed for clear error and would be upheld if supported by substantial and competent evidence; conclusions of law were freely reviewed. The Court also reviewed the easement-width determination as a factual question and reviewed the district court's specification of the easement for abuse of discretion.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Wesley J. Gentillon and Connie Gentillon, Lamón M. Gentillon and Lori Faye Gentillon, Marcel Gentillon and Doris Gentillon, Scott

TOPICS

specific performance remedy quiet title easements trusts appellate procedure

PRACTICE AREAS

real estate contracts trusts remedies appellate procedure

QUESTIONS PRESENTED

1. Whether the five-year statute of limitations for actions arising from contracts barred the Partnership's claim for specific performance of the 1998 agreement.
2. Whether the Partnership established a resulting trust in the southern 50-foot strip of T-10032 extending through the BLM Lot.
3. Whether the district court properly defined the Petersons' road-access easement as 30 feet wide.
4. Whether the district court properly prohibited the Partnership from allowing its center pivot to spray water on the road subject to the Petersons' access easement.
5. Whether any party was entitled to attorney fees on appeal.

HOLDINGS

1. The five-year statute of limitations in Idaho Code section 5-216 does not bar a claimant who purchased real property and remains in possession from asserting specific performance; the limitations period does not begin to run until the claimant's possession is interrupted.
2. The district court erred in finding that the Partnership failed to establish a resulting trust in the southern 50-foot strip of T-10032.
3. Although the district court could specify the easement's dimensions in a quiet-title judgment, the record did not support defining the Petersons' easement as 30 feet wide.
4. The district court erred by prohibiting the Partnership from intermittently spraying water on the road subject to the Petersons' access easement where the court found that the spraying did not materially impede the Petersons' use of the road.
5. No party was entitled to attorney fees on appeal.

KEY QUOTATIONS

“A claim for specific performance does not begin to run against a claimant in possession until the claimant’s possession is interrupted.” (slip op. at 7)

“The owner of the servient estate is entitled to use the estate in any manner not inconsistent with, or which does not materially interfere with, the use of the easement by the owner of the dominant estate.” (slip op. at 12)

FACTUAL BACKGROUND

The Gentillons and the Partnership entered into a 1998 agreement to exchange several parcels and adjust boundaries after a survey. A 1999 survey revealed that the boundary bisected the Gentillons' house, and the parties later agreed orally to exchange the area under the house and garden for land along the southern boundary of T-10032, although no additional deeds were executed. In 2006, the Gentillons conveyed T-10032 and the BLM Lot to the Petersons by a warranty deed that did not reflect the prior exchanges. The Partnership remained in possession of land it claimed under the agreement, while the Petersons acquired the property and later sought to quiet title; the district court also defined the Petersons' access easement as 30 feet wide and prohibited the Partnership's irrigation pivot from spraying water on the access road.

PROCEDURAL HISTORY

The Petersons sued to quiet title and obtain possession of property conveyed to them by warranty deed. The Partnership counterclaimed and brought third-party claims against the Gentillons for breach of contract, specific performance, and unjust enrichment. The district court granted summary judgment against the Partnership's contract and specific-performance claims, conducted a bench trial, awarded most disputed property and a 30-foot easement to the Petersons, and entered an amended final judgment. The Idaho Supreme Court reversed several rulings, vacated costs awarded below, and remanded for further proceedings concerning the easement's width.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The case was remanded for further proceedings consistent with the opinion concerning the width of the Petersons' access easement, including determination of the width of the private road when the easement was created. The district court's rulings dismissing the specific-performance claim, denying the resulting-trust claim as to the 50-foot strip, defining the easement as 30 feet wide, and prohibiting intermittent spraying of the road were reversed. Costs awarded below were vacated; no appellate attorney fees were awarded.

CASES CITED

- Beckstead v. Price, 146 Idaho 57, 190 P.3d 876 (2008)
- Akers v. D.L. White Construction, Inc., 142 Idaho 293, 127 P.3d 196 (2005)
- Mendini v. Milner, 47 Idaho 439, 276 P. 313 (1929)
- Singleton v. Pichon, 102 Idaho 588, 635 P.2d 254 (1981)
- Singleton v. Foster, 98 Idaho 149, 559 P.2d 765 (1977)
- Richards v. Richards, 76 S.E.2d 492 (Ga. 1953)
- Dotson v. Aldridge, 438 S.W.2d 464 (Ark. 1969)
- Withroder v. Wiederoder, 134 P.2d 381 (Kan. 1943)
- Martinez v. Archuleta-Padia, 143 P.3d 1112 (Colo. App. 2006)
- Clary v. Stack Steel & Supply Co., 611 P.2d 80 (Alaska 1980)

- Viersen v. Boettcher, 387 P.2d 133 (Okla. 1963)
- Shurrum v. Watts, 80 Idaho 44, 324 P.2d 380 (1958)
- Hettinga v. Sybrandy, 126 Idaho 467, 886 P.2d 772 (1994)
- Argosy Trust ex rel. Its Trustee v. Wininger, 141 Idaho 570, 114 P.3d 128 (2005)
- Kosanke v. Kopp, 74 Idaho 302, 261 P.2d 815 (1953)
- Turner v. Cold Springs Canyon Ltd. Partnership, 143 Idaho 227, 141 P.3d 1096 (2006)
- Nampa & Meridian Irrigation District v. Washington Federal Savings, 135 Idaho 518, 20 P.3d 702 (2001)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/idaho-supreme-court-of-the-state-of-idaho/2013/peterson-v-gentillon-ylaftt0b>