

**BOISE, IDAHO, WEDNESDAY, FEBRUARY 23, 2022, AT 8:50 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

**JOE and NANCY CHESTER, Husband and )  
Wife; JOE D. AND NANCY L. CHESTER )  
FAMILY TRUST, )**

**Plaintiffs-Appellants, )**

**v. )**

**WILD IDAHO ADVENTURES RV PARK, )  
LLC, )**

**Docket No. 48363**

**Defendant-Respondent.**

Appeal from the District Court of the Seventh Judicial District of the State of Idaho, Custer County. Steven Boyce, District Judge.

Sawtooth Law Offices, PLLC, Boise, for Appellant.

Smith Woolf Anderson & Wilkinson, PLLC, Idaho Falls, for Respondent.

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This case concerns a dispute over the scope of a ditch easement as well as a prescriptive easement for overspray from an irrigation pivot and whether a license agreement may bind succeeding property owners. Following a bench trial, the Custer County district court issued findings of fact, conclusions of law, and an order defining the scope of an easement belonging to the Joe D. and Nancy L. Chester Family Trust (“the Chesters”) for a ditch crossing property owned by Wild Idaho Adventures RV Park, LLC (“Wild Idaho”). The district court also found that water sprayed onto Wild Idaho’s property from an irrigation pivot on the Chester’s property was a trespass and that the Chesters had not acquired a prescriptive easement for the overspray. Finally, the district court concluded that a license agreement between the Chesters and a previous owner of Wild Idaho’s property, which governed the installation of culverts in the ditch easement, was a cloud on Wild Idaho’s title and ordered the agreement be removed from County records. On appeal, the Chesters assert that the district court’s order was improper because it (1) restricted their easement in violation of Idaho Code section 42-1102; (2) did not recognize that a prescriptive easement may be obtained for irrigation water overspray; and (3) ignored that the parties to the license agreement intended the agreement to bind their successors in interest.