

SUMMARY STATEMENT

Easterling v. HAL Pacific Properties, L.P., Docket No. 47919

This appeal concerned an action brought by two landowners to secure an easement for access to their three merged land-locked parcels. Edward and Janice Easterling (the “Easterlings”) own three contiguous parcels of real property in Ammon, Idaho. The Easterlings brought suit against Hal Pacific Properties, L.P. (“HAL”), claiming an easement by necessity over and upon HAL’s property (the “HAL Parcel”) in order to access their three merged parcels. The four parcels at issue enjoyed unity of title between 1913 and 1914 and underwent several conveyances to different owners since that time. After motions and a bench trial, the district court granted an easement to the Easterlings, and set its location and width. HAL appealed to the Idaho Supreme Court and argued that the district court erred by denying its statute of limitations defense, granting the Easterlings’ an easement, and improperly determining the location and width of the easement. The Court agreed with HAL.

First, the Court held the district court erred as a matter of law in rejecting HAL’s statute of limitations defense under Idaho Code section 5-224. The Court explained that section 5-224 is the “catch-all” statute of limitations for all civil actions not otherwise provided for by statute. The plain language of section 5-224 required its application to easement by necessity claims and abrogated any common law rule to the contrary. Thus, the Court reversed the district court’s rejection of HAL’s statute of limitations defense.

Second, the Court corrected the errors of law made by the district court in misconstruing the nature of easement by necessity claims and failing to apply the merger doctrine. The Court explained that what arises from a severance creating a landlocked parcel is the “right” to an easement by necessity—not an easement “in fact.” The right is attached to the land itself and will be extinguished if section 5-224 accrues and runs against the current owner of the landlocked parcel, the owner’s predecessors-in-interest, or a combination of the two. Furthermore, the claim accrues when another party claims an interest “adverse to” the right to the easement by necessity, i.e., accrual does not necessarily occur at severance when the right was first created.

Third, the Court concluded that because there is still a question of fact over whether section 5-224 operated to extinguish none, one, some, or all of the Easterlings’ parcels’ right to an easement by necessity over the HAL Parcel, when merged or otherwise, the district court could not as a matter of law have granted an easement by necessity to the Easterlings. The question of accrual is a factual one to be developed on remand. The Court then reversed the district court’s decisions granting an easement to the Easterlings, setting its width, and setting its location. The Court directed that each of these issues must be revisited on remand *after* the statute of limitations issue is decided.

Finally, the Court determined HAL was the prevailing party on appeal, entitled to costs as a matter of right, and the Easterlings were denied attorney fees on appeal.

This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.