

SUMMARY STATEMENT

TCR, LLC v. Teton County

Docket No. 49487

This case arises from a dispute regarding a condominium development in Teton County. TCR, LLC (“TCR”), owns a lot that had been approved for Planned Unit Development (“the PUD”) in 1995. In 2020, TCR attempted to record a plat to obtain building permits and construct the previously approved condominium units on the lot. The County refused, citing “substantial” plat amendments that violated the County code. TCR filed suit, alleging breach of contract for the County’s alleged breach of an agreement related to the plat reached in 1996 (“1996 Settlement Agreement”), and seeking declaratory and injunctive relief to require the County to record the plat. Both parties filed motions for summary judgment. TCR moved for summary judgment on its declaratory and injunctive relief claim, asking for “an [o]rder that would enjoin the [Board] from refusing to accept the [Condominium] Plat and a declaration that the [Board] has violated Idaho Code Title 55 Chapter 15 [the Idaho Condominium Property Act].” The County filed its own motion for summary judgment in response, pursuing dismissal of TCR’s claims for breach of contract and declaratory and injunctive relief. While TCR’s breach of contract and declaratory judgment actions were pending, TCR also filed a petition in for judicial review in a different case seeking relief under the Local Land Use Planning Act (“LLUPA”), Idaho Code sections 67-6501 through 67-6539.

The district court granted TCR’s motion for summary judgment, concluding: TCR’s complaint did not violate Idaho’s Declaratory Judgment Act; TCR had properly exhausted its administrative remedies; and TCR had complied with the Idaho Condominium Property Act. The district court ordered the County to record the condominium plat for TCR’s proposed development pursuant to the Idaho Condominium Property Act “[b]ecause the Lot is already approved for the development of condominium units and the recorded PUD Plat designates a condominium project[.]” By the same token, the district court found nothing in the County’s code prevented the recording of the plat. Thereafter, the City renewed its motion for summary judgment on the breach of contract claim, which the district court granted after concluding the County had not breached the 1996 Settlement Agreement. Both parties appealed.

In a 3-2 decision, the Idaho Supreme Court first held that TCR’s pending petition for review filed in a separate case (the “LLUPA case”) did not preclude the district court from granting declaratory or injunctive relief in this case. The Court next held the district court did not err in refusing to admit the site plan nor did it err in concluding the County had failed to raise a genuine issue of material fact regarding the Board’s refusal to record the TCR’s condominium plat. The Court also affirmed the district court’s decision to grant TCR’s claim for declaratory and injunctive relief. However, the Court held the district court erred in denying TCR’s motions to enforce, and the district court should have ordered the County to record the plat. The Court also held that there were issues of material fact regarding whether the County breached the 1996 Settlement Agreement, thus, the district court erred in granting summary judgment to the County in that regard.

Justice Zahn authored a partial dissent, joined by Justice Brody, that disagreed with the majority’s conclusion that the district court erred in denying the 2022 motion to enforce. The dissent concluded that the motion to enforce was not necessary or required for the enforcement of the district court’s prior order, but instead sought entirely different relief. Therefore, the district court correctly determined the relief requested exceeded its jurisdiction under Idaho Appellate

Rule 13(b)(13). The dissent additionally agreed with the district court's decision to dismiss the breach of contract claim because TCR had claimed a breach of the recitals portion of the settlement agreement, which did not contain an enforceable promise.

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