

SUMMARY STATEMENT

Bear Crest Limited LLC v. State of Idaho, Docket No. 50840

This appeal concerned the Idaho Transportation Department's (ITD) decision to close an intersection on Highway 20. Yellowstone Bear World Inc., Bear Crest Limited LLC, and Michael Ferguson (collectively "Appellants") are associated with a drive-through wildlife park known as Yellowstone Bear World ("Bear World"), a tourist attraction in Madison County near the intersection of County Road 4300 and Highway 20. In 2016, as part of ITD's expansion plan to turn Highway 20 into a controlled-access highway, ITD closed the intersection closest to Bear World. As a result, Bear World must now be accessed from the Thornton Interchange, which is located about one and a half miles north of the closed intersection. The closure of the intersection meant visitors had to drive approximately five additional miles on county roads to visit Bear World.

Appellants brought claims against ITD for breach of contract and inverse condemnation based on a deed that reserved "Access to the County Road Connection." The district court granted ITD's motion for summary judgment and dismissed Appellants' complaint. This appeal followed.

The Idaho Supreme Court first determined that Bear Crest Limited had standing to bring each claim. The Court turned to the merits of the appeal because at least one appellant had standing on each issue. That said, the Court instructed the district court to consider Ferguson's and Bear World, Inc's standing on remand.

The Court next determined that a deed can form the basis for a breach of contract action. The Court considered various principles set forth in *Day v. Transportation Dep't*, 166 Idaho 293, 301-302, 458 P.3d 162, 170-71 (2020). The Court noted that contractual obligations as set forth in a deed run with the land. *Id.* Subsequent purchasers may enforce such promises. *Id.* The deed determines the rights of the parties and promises therein "may give rise to a contract claim." The Court then turned to the language of the deed itself and held that "Access to the County Road Connection" referred to the connection to Highway 20 built by ITD in the 1970s. Although the deed did not mention "highway" or "intersection," it indicated that it reserved more than just access to a county road. Therefore, the Court held that the district court erroneously granted ITD's motion for summary judgment on the breach of contract claim and directed that partial summary judgment be entered in favor of Bear Crest Limited.

The Court then turned to the inverse condemnation claims. Having held that the deed reserved access rights, the Court determined ITD's elimination of the County Road Connection constituted a taking of reserved rights. The Court also determined that ITD's actions substantially impaired Bear Crest's right to access Highway 20 as an abutting landowner. After the closure of the intersection, the only access to Yellowstone Bear World was a circuitous route in excess of five miles on county roads, or ten miles round trip. This deprivation of Bear Crest's right to access an abutting roadway constituted a taking. Therefore, the Court directed partial judgment be entered as to Bear Crest's inverse condemnation claim.

The Court remanded for further proceedings.

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