

SUMMARY STATEMENT

Radford v. Van Orden

Docket No. 51291

This appeal concerns the interpretation of an easement agreement. Mark Radford sued the State Board of Land Commissioners and Idaho Department of Lands (collectively, “the State”), alleging multiple breach of contract claims related to the State’s easement over Radford’s property. The State uses the easement to access and manage state endowment lands leased to state grazing lessees. Historically, the State and its lessees had permission to access the easement by crossing through the Hallo Property, which is situated immediately south of the terminus of the easement. However, in 2020, Radford purchased the Hallo Property and revoked permission to use the Hallo Property to access the easement on the Radford Property.

Radford subsequently filed suit against the State claiming, in relevant part, the State breached the “Termination” clause of the Agreement, which requires the State to “furnish to [Radford] a statement . . . confirming termination” if it determines that “the Easement Area, or any segment or portion thereof, is no longer needed for the purpose granted[.]” He argued that, because the easement is no longer useful for the purpose granted (ingress and egress for the control, management, and use of the State’s endowment lands), the State was contractually obligated to terminate a segment of the easement. Upon the State’s motion for summary judgment, the district court determined that the termination clause gave the State sole and subjective power to determine whether the easement is necessary to the State and dismissed Radford’s breach of contract claim because the State had made no such determination.

On appeal, Radford contends the district court misinterpreted the Agreement. He argues that the text can reasonably be interpreted to require an objective determination whether any segment of the easement is no longer needed for the purposes granted. He also argues the district court erred by considering parol evidence, and that he presented a genuine issue for trial that the State breached the Agreement in refusing to terminate the segment of the easement that cannot be used for ingress or egress to any state lands without committing trespass.

The Idaho Supreme Court affirmed the district court’s decision. The Court explained that, before reaching the issue of whether the easement’s necessity is determined through an objective or subjective lens, there must be an obligation on the part of the easement holder to assess its continued necessity. However, the Court concluded the State was under no such obligation under the agreement’s plain language. Because this holding was dispositive of the appeal, the Court declined to address Radford’s remaining arguments.

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