

BOISE, MONDAY, MAY 5, 2025 at 8:50 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

MARK RADFORD, an individual,)
)
 Plaintiff-Counterdefendant-)
 Appellant,)
)
 and)
)
 HALLO PROPERTIES, LLC, an Idaho)
 limited liability company,)
)
 Plaintiff-Appellant,)
)
 v.)
)
 JAY VAN ORDEN, an individual; DEXTER)
 VAN ORDEN, an individual;)
)
 Defendants-Respondents,)
)
 and)
)
 STATE OF IDAHO, by and through STATE)
 BOARD OF LAND COMMISSIONERS, and)
 IDAHO DEPARTMENT OF LANDS,)
)
 Defendants-Counterclaimants-)
 Respondents.)
 _____)

Docket No. 51291

Appeal from the District Court of the Seventh Judicial District of the State of Idaho,
Bonneville County, Michael J. Whyte, District Judge.

Parsons Behle & Latimer, Idaho Falls, for Appellants.

Raúl R. Labrador, Idaho Attorney General, Boise, for Respondent State of Idaho.

Cooper & Larsen, Pocatello, for Respondents Jay Van Orden and Dexter Van
Orden.

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 However, after Radford purchased the Hallo Property, this permission was revoked.

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, use of the State’s endowment lands), the State was contractually obligated to terminate a segment of the easement. The district court rejected this argument and concluded that the termination clause gave the State sole and subjective power to determine whether the easement is necessary to the State.

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.