

SUMMARY STATEMENT

Gangi v. DeBolt
Docket No. 48003

Alicia Gangi brought a declaratory judgment action against Mark DeBolt and Jane Doe DeBolt (Debolts), the owners of a parcel adjacent to Gangi's property, regarding the use and enjoyment of a water tank system and the deck that sits atop it. The water tank and deck lie on Gangi's property but the water tank only serves the Debolts' property with water. Pursuant to an easement, the Debolts had enjoyed exclusive use and enjoyment of the above ground deck. After the district court denied Gangi's motion for summary judgment, Gangi dismissed her own case with prejudice. Debolts then sought attorney fees on the basis of a recorded agreement between Gangi and Debolts' predecessor in interest and a third party regarding the water system. The agreement provided for attorney fees to the prevailing party if a legal action was brought to enforce or interpret the agreement. On that basis, the district court awarded Debolts' request for attorney fees. Gangi appealed the district court's award to the Idaho Supreme Court.

On appeal to the Idaho Supreme Court, the Court reversed the district court's award of attorney fees to Debolts. The Court held that the district court abused its discretion by awarding attorney fees to Debolts based on the tangential agreement between Gangi and Debolts' predecessor in interest and a third party. That agreement, the Court held, was not the gravamen of Gangi's suit and, therefore, did not trigger application of the attorney fee provision within.

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