

SUMMARY STATEMENT

Midtown v. Capone, Docket No. 49679

This appeal involved the validity of a parking agreement that restaurant owners, Thomas and Teresa Capone (“the Capones”), entered in 2008 with multiple nonprofit organizations. The Capones and the Idaho Youth Ranch recorded an easement in 1999 (“1999 Easement”), which allowed the Capones’ customers to park in the Idaho Youth Ranch’s adjoining lot. In 2008, a group of nonprofit organizations was interested in building a workforce housing project on the Idaho Youth Ranch property. The plan contemplated The Housing Company (“THC”) purchasing the Idaho Youth Ranch property, and the Urban Renewal Agency of the City of Coeur d’Alene (“LCDC”) purchasing four adjacent lots. The Capones’ parking area would relocate to one of the four lots. The Capones signed an agreement (“2008 Agreement”) memorializing modification of the 1999 Easement to accommodate the new project. Even so, the 2008 Agreement was never finalized, and the workforce housing project was ultimately abandoned. In 2018, Midtown Ventures, LLC (“Midtown”) purchased the Idaho Youth Ranch property from THC. Wanting to enforce the 2008 Agreement to relocate the Capones’ 1999 Easement, Midtown attempted to enter into negotiations with both the Capones and the City of Coeur d’Alene (“City”) but was unsuccessful in achieving an acceptable resolution. Midtown then filed a complaint against the Capones, alleging breach of contract and seeking specific performance. After cross-motions for summary judgment were filed, the district court granted summary judgment to the Capones, concluding Midtown lacked standing to challenge the 2008 Agreement, but that even if properly challenged, the 2008 Agreement was unenforceable. Midtown moved for reconsideration, which the district court denied. Midtown timely appeals.

The Idaho Supreme Court first held that Midtown had standing to bring its causes of action because Midtown owns the servient estate at issue on appeal. Even so, the Court held that Midtown waived its argument challenging the district court’s evidentiary rulings and waived whether the district court erred in denying the equitable remedy of promissory estoppel. The Idaho Supreme Court, however, did reach Midtown’s remaining issues, and concluded: the district court did not abuse its discretion in declining to admit new evidence with Midtown’s motion for reconsideration; the 2008 Agreement between the Capones and nonprofits was not a contract; and Midtown was estopped from challenging the district court’s award of attorney fees to the Capones under Idaho Code section 12-120(3).

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