

# **Bond Case Briefs**

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## **EMINENT DOMAIN - NEBRASKA**

### **Village of Memphis v. Frahm**

**Supreme Court of Nebraska - February 14, 2014 - N.W.2d - 287 Neb. 427**

Landowners brought action against village for inverse condemnation after discovering that buried power line and water line were outside easement area. After county judge ordered village to pay compensation, village appealed. The District Court, Saunders granted village's motion for partial summary judgment, and, following settlement which required village to pay compensation, denied landowners' motion for attorney's fees. Landowners appealed, and the Supreme Court moved the case to its own docket.

The Supreme Court of Nebraska held that:

- Settlement agreement resulted in landowners' waiver of any claims concerning utility easement and the court's entry of partial summary judgment;
- Release waived claim for attorney fees under statute allowing such fees as part of reimbursement for costs incurred; and
- Village's failure to engage in good faith negotiations prior to filing of inverse condemnation claim did not entitle landowners to attorney's fees.

Village's failure to engage in good faith negotiations prior to landowners' filing of an inverse condemnation claim with county court judge did not entitle landowners to attorney's fees, where after filing appeal from county court determination, village engaged in good faith negotiations.