

# **Bond Case Briefs**

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## **EMINENT DOMAIN - TEXAS**

### **City of Friendswood v. Horn**

**Court of Appeals of Texas, Houston (1st Dist.) - February 11, 2016 - S.W.3d - 2016 WL 638471**

Owners of four lots within subdivision that had suffered severe damage in tropical storm filed suit against city and mayor, asserting claims for declaratory relief, breach of contract, inverse condemnation, and nuisance, arising out of city's purchase, with federal assistance, of 38 of 42 lots, for purposes of development of property for public park and amendments to subdivision's original deed restrictions on use of property for residential purposes only to conform to federal laws governing use of such property. The District Court denied city's and mayor's plea to jurisdiction on grounds of immunity, and they appealed.

The Court of Appeals held that:

- City was engaged in governmental function, to which governmental immunity applied, when it purchased lots that had been severely damaged in tropical storm and amended subdivision's deed restrictions in order to comport with its plan to develop property as municipal park;
- Owners did not state claim against city for inverse condemnation;
- City was immune from suit on claim for breach of contract;
- Statute waiving governmental immunity from suit for written contracts "stating the essential terms of the agreement for providing goods or services to the local government entity" did not apply;
- City was immune from suit for declaratory relief challenging legality of city's actions in amending subdivision's original deed restrictions; and
- City was immune from suit on claim for misrepresentation.