

## Hurry Santa, don't be late

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In 1993, the federal government resurveyed boundaries for the Plumas National Forest, so that the National Forest now bisected a cabin on part of the land that was part of a homestead granted to Ezra Culver in 1882. Following the new survey the Forest Service filed the survey with the recorder's office, and some years later built a fence marking the boundary line. In 1995, Robert Luciano purchased land that was part of the original homestead, and his deed incorporated the 1993 survey by reference. In 2000, Luciano sent a letter to the Government acknowledging the boundary dispute and the 1993 survey, but asserting that he purchased the land with the belief that the boundaries of the original homestead were accurate.

Luciano filed his complaint in 2011 in the U.S. Court of Federal Claims, seeking just compensation for the inverse condemnation of his property rights. The Government moved to dismiss his complaint, arguing that under 28 U.S.C. § 2501, the claim was time-barred: "Every claim of which the United States Court of Federal Claims has jurisdiction shall be barred unless the petition thereon is filed within six years after such claim first accrues."

Luciano, however, argued that he was unaware of the boundary dispute until 2000, when he claims the Forest Service built the fence bisecting the cabin. He further contended that in 2004 the Forest Service stated in a letter to Luciano that "I have directed my staff to include your proposal to resolve your encroachment in our program of work for the ensuing years," but then refused to enter into any land exchange in 2010. According to Luciano, the Government's promise to work with Luciano to resolve this dispute delayed the start date for the six-year statute of limitations period.

The Court rejected Luciano's arguments, holding that his claims were untimely, for even Luciano admitted that he first learned of the boundary problem in 2000, but waited until 2011 to file in 2011, which was long outside the six-year statute of limitations. The Court also held that there was no binding agreement between the Government and Luciano to resolve the taking claim by a land swap.

Read Judge Merrow's full opinion [here](#).