

United States Court of Appeals
FOR THE EIGHTH CIRCUIT

No. 09-1443

Eugene Wurtele; Nancy Wurtele,	*	
	*	
Plaintiffs - Appellants,	*	
	*	Appeal from the United States
v.	*	District Court for the District of
	*	Nebraska.
Cincinnati Insurance Company,	*	
	*	[UNPUBLISHED]
Defendant - Appellee.	*	

Submitted: December 16, 2009
Filed: January 8, 2010

Before BYE, BEAM, and COLLOTON, Circuit Judges.

PER CURIAM

Eugene Wurtele and Nancy Wurtele appeal the district court's¹ grant of summary judgment in favor of Cincinnati Insurance Company, holding it had no contractual obligation to indemnify the Wurteles for damage to their home caused by the lateral movement of a street adjacent to their property. We affirm.

We review a grant of summary judgment de novo, applying the same standard as the district court. Jaurequi v. Carter Mfg. Co., Inc., 173 F.3d 1076, 1085 (8th Cir.

¹The Honorable Thomas D. Thalken, United States Magistrate Judge for the District of Nebraska, sitting by consent of the parties.

1999). Summary judgment is proper if there exists no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c). When ruling on a summary judgment motion, a court must view the evidence "in the light most favorable to the nonmoving party." Dush v. Appleton Elec. Co., 124 F.3d 957, 962-63 (8th Cir. 1997). However, a "nonmovant must present more than a scintilla of evidence and must advance specific facts to create a genuine issue of material fact for trial." F.D.I.C. v. Bell, 106 F.3d 258, 263 (8th Cir. 1997).

The district court concluded the insurance policy issued to the Wurteles by Cincinnati Insurance Company excluded coverage for the damage to the insured's home. We agree with the district court for the reasons stated in its well-reasoned order and affirm under 8th Cir. R. 47B.
