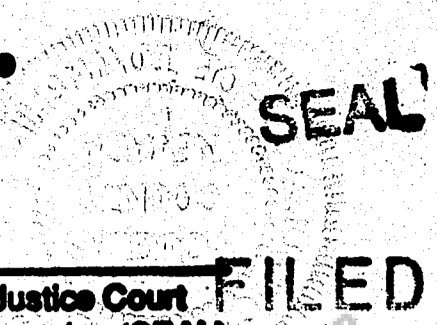


The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.



Case No.: 01-SC-0032

12/5/01 D. Domnick

Date Clerk of the Tahoe Township Justice Court  
County of Douglas, State of Nevada (SEAL)

FILED

01 OCT 10 PM 4:52

TAHOE TOWNSHIP  
JUSTICE COURT

CLERK

IN THE JUSTICE COURT OF TAHOE TOWNSHIP  
COUNTY OF DOUGLAS, STATE OF NEVADA

JAMES C. JORDAN,

Plaintiff,

vs.

ANTHONY ELIAS and JOAN ELIAS,

Defendant.

JUDGMENT

BE IT REMEMBERED that this Small Claims matter came on regularly for trial on October 9, 2001. Plaintiff, Defendants and witness Gerry Nott were sworn and testified, and both parties submitted documentary evidence. Whereupon, the matter was submitted to the Court for decision.

Plaintiff and Defendants were next-door neighbors in Zephyr Heights. Plaintiff owned Lot 5, Block 3, and Defendants own Lot 4, Block B. The parties' respective properties are served by a common easement. Pursuant to a recorded easement document the "owners of Lot 4 and 5 agree [d] to share equal responsibility for maintaining said easement; that they have a 50/50 liability in the maintenance, snow removal and any other costs incurred on the said easement"<sup>1</sup>.

In the spring of 2000, plaintiff perceived that repairs were necessary to the retaining wall protecting the common driveway. Plaintiff approached defendant Anthony Elias with his plan to have the retaining wall replaced. Plaintiff obtained bids for the replacement of the wall, shared the bids with defendant, engaged the contractor and paid for the repairs when they had been completed. Defendants did not reimburse plaintiff for any of the repairs.

<sup>1</sup> Exhibit 1, Page 7.

Brooke Shaus PI; npton Zumpft  
AM: Ruth Ann  
1590 4th St. Minden NV 89423

1 Prior to this suit, and in an effort to buy the defendants peace from plaintiff's demands for  
2 payment, defendants agreed to pay the plaintiff one-half of the cost of the retaining wall. Defendants  
3 acknowledged that this payment was due, apologized for their delay in payment of this amount<sup>2</sup>.  
4 Defendants later changed their minds and refused to pay.

5 Plaintiff acted appropriately in obtaining bids and soliciting defendants' agreement to the work  
6 before committing for this improvement. Defendants cannot go back on their agreement to reimburse;  
7 defendants financial ability to pay is not relevant to their "50/50 liability for maintenance . . . or any other  
8 costs" associated with the easement.

9 However, the Court must view the interpretation of the language "any other costs" reasonably. The  
10 cost of landscaping the hill above the retaining wall is not a reasonable cost. Plaintiff has not carried his  
11 burden of proof relative to any promise of the defendants to reimburse plaintiff for landscaping, and the  
12 defendants have not benefited from the landscaping as they have failed and refused to maintain, or even  
13 water, the landscaping.

14 Plaintiff shall recover one-half of the cost of the retaining wall improvement<sup>3</sup>. Judgment is entered  
15 in favor of plaintiff in the amount of \$2296.00, plus costs of \$95.00.

16 Dated this 10th day of October 2001.

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18 \_\_\_\_\_  
19 RICHARD GLASSON, JUDGE  
20 Tahoe Township Justice Court

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27 <sup>2</sup> Exhibit 1, Page 6.

28 <sup>3</sup> \$2296.00 (\$4592.00 x .5), Exhibit 1, Page 2.

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JUDGMENT - 2

REQUESTED BY  
Brooke Shaw et al  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 JAN 22 PM 1:00

LINDA SLATER  
RECORDER

\$15<sup>00</sup> PAID Be DEPUTY