

IN THE SUPREME COURT OF THE STATE OF NEVADA

M.O.M. LLC, A NEVADA LIMITED
LIABILITY COMPANY,

Appellant,

vs.

TUCKER FALLS CORPORATION, A
NEVADA CORPORATION; RICHARD J.
TUCKER; AND WILLIAM R. FALLS,
Respondents.

No. 48277

FILED

NOV 09 2007

JANETTE M. BLOOM
CLERK OF SUPREME COURT

DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court summary judgment awarding specific performance of a real estate lease and option agreement. Eighth Judicial District Court, Clark County; Elizabeth Goff Gonzalez, Judge.

This court reviews the order granting summary judgment to respondents de novo.¹ Summary judgment is appropriate if the pleadings and other evidence on file, viewed in a light most favorable to appellant, demonstrate that no genuine issue of material fact remained in dispute and that respondents were entitled to judgment as a matter of law.² And specific performance may be an appropriate remedy when the contract terms are clear, the legal remedy is inadequate, the parties seeking specific performance have fulfilled their contractual obligations, and the

¹See Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005).

²Id. at 731, 121 P.3d at 1031.

district court is willing to order and supervise the agreement's performance.³

Here, appellant argues that the lease and option agreement was not sufficiently clear to support specific performance. Respondents disagree and contend that the district court properly found that specific performance was appropriate.

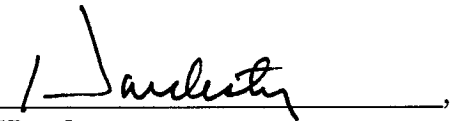
Having reviewed the briefs and the appendices, we conclude that the district court properly granted specific performance. While the lease and option agreement did not contain a legal description of the property, it contained the addresses of both buildings, as well as a map of the shopping center with the portions subject to the agreement clearly indicated. Also, both parties' appraisers apparently had no difficulty in locating assessor parcel numbers and legal descriptions based on the information in the lease and option agreement, and both appraisals in the record clearly identify the same property. Finally, while the agreement did not specify a particular price, it set forth an agreed procedure for arriving at a price. That the value found by appellant's appraiser differed from that found by respondents' appraiser does not demonstrate that the method was unclear; rather, the parties appear to have contemplated differing appraisals by agreeing that the price would be the average of the two values.

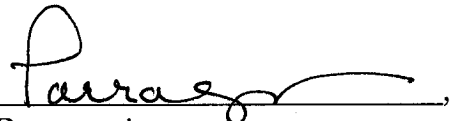
Because the contract is sufficiently clear, the subject matter is real property, respondents timely tendered performance, and the district court was willing to supervise performance of the agreement, the district

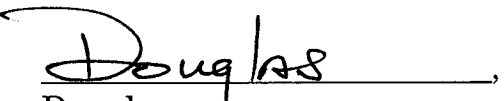
³See Carcione v. Clark, 96 Nev. 808, 618 P.2d 346 (1980).

court properly ordered the parties to specifically perform the contract, and respondents were entitled to judgment as a matter of law.⁴ Thus, the district court did not err in granting summary judgment, and we

ORDER the judgment of the district court AFFIRMED.

 J.
Hardesty

 J.
Parraguirre

 J.
Douglas

cc: Eighth Judicial District Court Dept. 6, District Judge
Hon. Elizabeth Goff Gonzalez, District Judge
William C. Turner, Settlement Judge
Harold P. Gewerter, Esq., Ltd.
Howard & Howard Attorneys, P.C.
Eighth District Court Clerk

⁴See Carcione, 96 Nev. 808, 618 P.2d 346.